NOTICE OF REGULAR MEETING AND AGENDA

ST. VRAIN VALLEY SCHOOLS
academic excellence by design

June 12, 2013

Educational Services Center
395 South Pratt Parkway
Longmont, Colorado 80501

John Creighton, President, Board of Education

Dr. Don Haddad, Superintendent of Schools

DISTRICT VISION STATEMENT

To be an exemplary school district which inspires and promotes high standards of learning and student well-being in partnership with parents, guardians and the community.

DISTRICT MISSION STATEMENT

To educate each student in a safe learning environment so that they may develop to their highest potential and become contributing citizens.

ESSENTIAL BOARD ROLES

Guide the superintendent
Engage constituents
Ensure alignment of resources
Monitor effectiveness
Model excellence

BOARD MEMBERS

John Creighton, President
Debbie Lammers, Secretary
Mike Schiers, Asst Secretary
Rod Schmidt
Joie Siegrist
Bob Smith, Vice President
Dori Van Lone, Treasurer

1. CALL TO ORDER:

7:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. AUDIENCE PARTICIPATION:

4. BOARD RECOGNITIONS/PRESENTATIONS TO THE BOARD & BOARD COMMUNICATIONS/COMMENTS:

5. SUPERINTENDENT'S REPORT:

6. REPORTS:

1. Public Hearing of the Superintendent's Proposed Budget—All Funds for Fiscal Year 2014
2. Instructional Technology Advisory Committee Recommendations

7. CONSENT ITEMS:

1. Approval: Staff Terminations/Leaves
2. Approval: Staff Appointments
3. Approval: Approval of Minutes for the May 8, 2013 Regular Meeting; and the May 22, 2013 Regular Televised Study Session
4. Approval: Approval of Designated Election Official
5. Approval: Approval of Construction Manager/General Contractor (CMGC)-Learning Services Center Security Access
6. Approval: Approval of Construction Manager/General Contractor (CMGC)-Career Development Center Security Access
7. Approval: Approval of Purchase of Network Cameras
8. Approval: Approval of Amendment to CMGC-Mead High Entrance Security Enhancement Project
9. Approval: Approval of Contract Award-Playground Wood Chips
10. Approval: Approval of Construction Manager/General Contractor (CMGC)-Lincoln School
11. Approval: Approval of Contract Award-Asphalt Maintenance, Repair and Replacement
12. Approval: Approval of Change Order to CMGC Contract-Timberline PK-8 Project
13. Approval: Approval of Waiver of Liability Insurance Requirement for Longmont High School Education Foundation
14. Approval: Approval of Waiver of Liability Insurance Requirement for Silver Creek High School Education Foundation

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15. Approval: Approval of Waiver of Liability Insurance Requirement for Skyline High School Education Foundation

8. ACTION ITEMS:

1. Recommendation: Approval of Elementary Social Studies Textbook Adoption
2. Recommendation: Approval of Charter School Memorandum of Understanding
3. Recommendation: Approval of Purchase of Cisco Network Products (VOIP Upgrade)
4. Recommendation: Approval of Memorandum of Agreement Between SVVEA and SVVSD
5. Recommendation: Approval of Revised Superintendent Contract
6. Recommendation: Approval of Assistant Principal for Longmont High School
7. Recommendation: Approval of Administrative Position Change-Kahle Charles
8. Recommendation: Approval of Administrative Position Change-Tori Teague
9. Recommendation: Approval of 2013/2014 Fuel Purchases
10. Recommendation: Call for Nominations

9. DISCUSSION ITEMS:

1. First Reading, Introduction, Board Policies/Regulations DLB – Retirement Plans, and DLB-R – Retirement Plans
2. First Reading, Introduction, Board Regulation FB-R – Long-Range Facilities Planning Committee (By-Laws)
3. Charter School Contract Renewals-Aspen Ridge, Carbon Valley, Flagstaff Academy, Imagine Charter, St. Vrain Community Montessori, and Twin Peaks Charter Academy

10. ADJOURNMENT:

Board of Education Meetings: Held at 395 South Pratt Parkway, Board Room, unless otherwise noted:

Wednesday, June 19	2:00 – 6:00 pm Board Retreat
Wednesday, June 26	6:30 pm May Financials
	7:00 – 9:00 pm Televised Study Session
Wednesday, August 14	7:00 pm Regular Meeting

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BOARD MEMBERS

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Mike Schiers, Asst Secretary
Rod Schmidt
Joie Siegrist
Bob Smith, Vice President
Dori Van Lone, Treasurer

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Public Hearing of the Superintendent's Proposed Budget--All Funds, for Fiscal Year 2014

PURPOSE

To provide the Board of Education with the Superintendent's Proposed Budget--All Funds, for Fiscal Year 2014, and conduct the Public Hearing.

BACKGROUND

The Proposed Fiscal Year 2014 Budget was introduced to the Board of Education on May 22, 2013. Greg Fieth, Budget Director, will present a brief overview of the Proposed Fiscal Year 2014 Budget and answer questions from Board members, and then the Board will conduct a Public Hearing. The final budget adoption is scheduled for June 26, 2013. This timing complies with all the rules and regulations of the State of Colorado.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Instructional Technology Advisory Committee (ITAC) Recommendations

PURPOSE

For the Board of Education to be aware of recommendations put forth by the Instructional Technology Advisory Committee (ITAC).

BACKGROUND

Early in 2013, Joe McBreen, Chief Information Officer, convened the Instructional Technology Advisory Committee. ITAC consisted of 33 members representing a wide range of interests, and was formed to provide input and guidance surrounding the thoughtful use of mill levy dollars for technology.

We are pleased to present these recommendations regarding the future of instructional technology in the St. Vrain Valley School District. ITAC considered multiple perspectives, many devices and scenarios, and grappled with the place of technology in our current curriculum and standards. The recommendations outlined in the ITAC report are a thorough and public record of the Committee's thinking, exploration, and conclusions.

June 12, 2013

Staff Terminations/Leaves of Absence

Effective	Name	Position/Location	FMLA	Non-FMLA Medical	Personal	Extended	Resigned	Retired	Comments
Administrative/Professional/Technical									
6/12/13	Olson, Insoon	Assistant Principal/Silver Creek High					X		
4/30/13	Telfer, Deborah	Programmer Analyst/DTS		X					
Licensed									
5/24/13	Bevan, Rachel	Teacher, Math / Niwot High					X		
5/24/13	Boshinski, Amanda	5th Grade Teacher/Black Rock Elementary					X		
6/10/13	Bredickas, Lauren	Autism Specialist/Student Services					X		
4/29/13	Brock, Julia	Teacher/Central	X						
5/24/13	Brunner, Lisa	Counselor / Longmont Estates Elementary						X	25 years
5/24/13	Case, Lori	Instr Music Teacher/ Erie High						X	27 Years
5/24/13	Cayce, Aileen	Teacher, SE / Erie Elementary					X		
7/31/13	Chesak, Erica	Teacher Grade 1/Hygiene Elementary					X		Will be teaching Summer School
5/24/13	Daigle, Miranda	Literacy Teacher, RTI/Columbine Elementary					X		
5/24/13	Delzenero, Christina	Sp Ed Teacher/Mead Middle School					X		Will remain active as licensed substitute
5/24/13	Farling, Beth	Sp Ed Teacher/Mead Middle School					X		
5/24/13	Foss, Tasha	Teacher, Science / Niwot High					X		
5/9/13	Foster, Carrie	Special Ed Teacher/Student Services					X		
5/24/13	Fournier, Danielle	RTI/Mountain View Elem & Blue Mountain Elem					X		
5/24/13	Francisco, Meghan	Sp ed Teacher/Black Rock Elementary					X		
5/24/13	Goodwin, Donna	Art Teacher/Sunset Middle					X		
5/24/13	Grabham, Robin	Teacher, SE / Longs Peak Middle					X		
5/5/13	Green, Erica	Teacher/Niwot High		X					
5/24/13	Hale, Kalli	Speech Therapist/Student Services					X		
5/24/13	Herrman, Amy	Dean of Students/Spangler & Loma Linda Elem					X		
5/24/13	Ingram, Melinda	Language Arts Teacher / Altona Middle					X		
4/20/13	Jones, Christine	Psychologist/Student Services		X		X			
5/10/13	Knapp, Natalie	Teacher/Rocky Mountain Elementary	X						
5/24/13	LaFaye, Pilar	5th Grade Teacher/Mountain View Elementary					X		
5/24/13	Lane, Elaine	Bilingual/ESL Teacher/Frederick HS/Coal Ridge MS						X	*20 Years
5/24/13	Lessmann, Martin	Math Teacher/Niwot High					X		
5/24/13	Lopez, Cecilia	Bilingual 1st Grade Teacher./Columbine Elementary					X		
5/24/13	Markley, Abby	English Teacher/Sunset Middle					X		
5/24/13	Martin, Jenna	Social Studies Teacher/Sunset Middle					X		
5/24/13	McCarthy, Peggy	Math/Science Teacher/Lyons Middle Senior						X	13 Years
6/28/13	Mize, Vanessa	Special Ed Teacher/Lincoln School					X		
5/24/13	Nichols, John	Social Studies Teacher/Lyons MS					X		

*Will work a 110 day contract for 2013-14

June 12, 2013

Staff Terminations/Leaves of Absence

Effective	Name	Position/Location	FMLA	Non-FMLA Medical	Personal	Extended	Resigned	Retired	Comments
5/24/13	Pettit, Jennine	Social Studies Teacher/Altona Middle School					X		
5/24/13	Rasmussen, Jeanette	PE Teacher/Westview Middle						X	*34.5 Years
5/24/13	Robertson, Jennifer	Kindergarten Teacher, Columbine Elementary					X		
5/24/13	Robertson, May	Literacy Teacher/Frederick Elementary					X		
5/24/13	Ruby, Diane	Teacher PE/Longmont High						X	19 years
5/24/13	Sainz, Katherine	Instr Music Teacher/Niwot High					X		
5/24/13	Samide, Peggy	Teacher Grade 1/Hygiene Elementary						X	26 years
5/24/13	Schell, Gwendolyn	Teacher Grade 3/Central Elementary						X	37 years
6/12/13	Schellenberg, Libby	Child Find Psych / Student Services					X		
5/24/13	Schulte, Catherine	1st Grade Teacher/Legacy Elementary					X		
5/24/13	Secrist, Erin	1st Grade Teacher/Eagle Crest Elementary					X		
5/24/13	Stokes, Heather	Physical Therapist/Student Services					X		
5/24/13	Swan, Eric	Counselor/Mead High					X		
4/26/13	Thielke, Alison	ECE Preschool Teacher/Legacy Elementary					X		
4/29/13	Thornton, Erica	Teacher/Spangler	X						
5/24/13	Title, David	General Science Teacher/Niwot High						X	*34 Years
5/24/13	Tompkins, Kathleen	Teacher Gifted/Talented / Literacy						X	4 years
5/24/13	Walker, Patricia	3rd Grade Teacher/Loma Linda Elementary					X		
5/24/13	Wills, Jodi	Teacher/Black Rock Elementary					X		
Classified									
5/24/13	Backes, Michael	Paraeducator, SE / Loma Linda Elementary							Position Eliminated
5/24/13	Bennett, Emily	Instructional Para/Black Rock Elementary							Position Eliminated
6/28/13	Blesi, Therese	Dept Clerk, 248 Day/DTS							Position Eliminated
5/24/13	Burton, Marcus	Special Ed Para/Red Hawk Elementary					X		
5/23/13	Christian, Zachary	Campus Supervisor/Longs Peak Middle							Position Eliminated
5/24/13	Chughtai, Rachelle	Paraeducator, SE / Mtn. View Elementary					X		
5/24/13	Clinch, Kathryn	Sp Ed Para/Westview Middle School					X		
5/20/13	Crumpton, Jesse	Custodian/Custodial	X						
6/28/13	Ehlert, Sabrina	Behavior Coach/Lincoln School					X		
5/31/13	Foster, Lynette	Technician, Media / Northridge Elementary							Position Eliminated
5/24/13	Foxhoven, Wanda	Paraeducator, Instructional / Legacy Elementary							Position Eliminated
5/31/13	Gabrielle, Staci	Media Tech/Burlington Elementary					X		
4/26/13	Geier, Tory	Child Care Group Leader/Burlington Elementary					X		
5/24/13	Glover, David	Paraeducator SE/Blue Mountain Elementary					X		
5/23/13	Graziano, Jessica	Group Leader CC / Fall River Elementary					X		

*Will work a 110 day contract for 2013-14

June 12, 2013

Staff Terminations/Leaves of Absence

Effective	Name	Position/Location	FMLA	Non-FMLA Medical	Personal	Extended	Resigned	Retired	Comments
5/17/13	Hannon, Matt	220 Day Custodian/Erie Elementary					X		
5/23/13	Hopp, Linda	Child Care Group Leader/Central Elementary					X		
5/23/13	Johnson, Sarah	NS Worker/Central Elementary					X		
5/24/13	Kalnin, Rebecca	Instr Para / Red Hawk Elementary					X		
5/24/13	Kalus, Lori	Instructional Para/Black Rock Elementary							Position Eliminated
5/24/13	Kuhn, Mary Jane	Special Ed Para/Mead High						X	5 Years
5/23/13	Moreno, Placida	Bus Driver/Transportation						X	25 Years
6/14/13	Mortensen, Krista	Principal Secretary/Sanborn Elementary					X		
5/24/13	Murray, Patricia	Sp Ed Para/Niwot High School					X		
5/24/13	Myers, Wendy	Instr Para / Fall River Elementary							Position Eliminated
5/31/13	O'Neill, Theresa	Technician, Media / Spangler Elementary							Position Eliminated
6/28/13	Plunkard-Paswaters, Nichole	Behavior Coach/Lincoln School					X		
6/28/13	Pond, Anna	Dept Cler, 248 Day/DTS					X		
5/23/13	Powers, Linda	Bus Driver/Transportation						X	20 Years
5/24/13	Renzelman, Janet	Instr Para / Hygiene Elementary							Position Eliminated
5/24/13	Riggs, Sheila	Hearing & Vision Screener/Student Services							Position Eliminated
5/17/13	Seitz, Ashley	Behavior Coach/Lincoln School					X		
5/21/13	Senna-Crispin, Theresa	Special Ed Para							Administrative Recommendation
5/24/13	Tanner, Elisabeth	Special Ed & Instr. Para / Red Hawk Elementary					X		
5/8/13	Towndrow, Laurie	Bus Driver/Transportation	X						
4/12/13	Wells, Lauren	Child Care Director/Burlington Elementary					X		
5/23/13	Whelan, Robert	Bus Driver/Transportation						X	5 Years
5/24/13	Wicklund, Tara	Instructional Para/Northridge Elementary							Position Eliminated
5/17/13	Wilkey, Adam	Custodian/Black Rock Elementary					X		
5/24/13	Wilkinson, Susan	Instr Para / Indian Peaks Elementary						X	9 years
5/23/13	Williams, Linette	Group Leader CC / Erie Elementary					X		Will stay active as a substitute
5/24/13	Witty, Linda	Special Ed Para/Frederick High					X		
5/23/13	Zabielski, Raymond	Bus Driver/Transportation						X	6 Years

*Will work a 110 day contract for 2013-14

June 12, 2013

Staff Appointments

HIRE DATE	Name	Position	Location	New Position	Replacement
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL				
7/1/2013	Brock, Jason	Technical Support Analyst	DTS	X	
7/1/2013	Caviness, Anthony	Technical Support Analyst	DTS	X	
8/1/2013	Chase, Zachary	Instructional Technology Coordinator	Learning Services	X	
7/1/2013	Edwards, Karen	Help Desk Specialist	DTS	X	
8/1/2013	Harris, Richard	Assistant Principal	Longmont High		X
7/1/2013	Lacy, Gina	Technical Support Analyst	DTS	X	
8/1/2013	McMurry, Jeffrey	Assistant Principal	Longmont High		X
7/1/2013	Orrison, Kris	Technical Support Analyst	DTS	X	
8/1/2013	Ryan, Jennifer	Principal	Mountain View Elementary		X
8/1/2013	Wiggins, Kimberly	Assessment Coordinator	Learning Services	X	
	LICENSED				
8/12/2013	Addington, Kelly	Math Teacher	Longs Peak Middle		X
8/12/2013	Allen, Mark	Science Teacher	Frederick High		X
8/12/2013	Aragon, Michael	Science Teacher	Skyline High		X
8/12/2013	Baldivia, Lizabeth	English Teacher	Thunder Valley K-8	X	
8/12/2013	Barnett, Sarah	Science Teacher	Altona Middle		X
8/12/2013	Caywood, Catie	Art Teacher	Sunset Middle		X
8/12/2013	Chesler, April	Science Teacher	Frederick High		X
8/12/2013	Chiaravalle, Krista	Science Teacher	Niwot High		X
8/12/2013	Chriswell, Kymberly	Title I Teacher	Columbine Elementary	X	
8/12/2013	Cornum, Chelsi	RTI Teacher	Mountain View Elementary		X
8/12/2013	Covington, Jessica	Preschool Teacher/ECSE Teacher	Northridge Elementary		X
8/12/2013	Daley, Juliann	2nd Grade Teacher	Alpine Elementary		X
8/12/2013	DeMarrais, Michelle	Special Ed Teacher	Thunder Valley K-8		X
8/12/2013	Frick, David	Language Arts Teacher	Skyline High		X
8/12/2013	Gerber, Leslie	Math Teacher	Altona Middle		X
8/12/2013	Gieselmann, Haley	Special Ed Teacher	Altona Middle		X
8/12/2013	Gisclair, Brad	Social Studies Teacher	Erie Middle		X
8/12/2013	Goodman, Tiffany	5th Grade Teacher	Black Rock Elementary		X
8/12/2013	Guerrette, William	Special Ed Teacher	Timberline K-8		X
8/12/2013	Gumina, Deena	4th Grade Teacher	Northridge Elementary		X
8/12/2013	Gutierrez, Maria	2nd Grade Teacher	Timberline K-8	X	
8/12/2013	Hamzi, Walid	Science Teacher	Sunset Middle		X
8/12/2013	Harr, Alyson	English Teacher	Skyline High		X
8/12/2013	Hassler, Addison	2nd Grade Teacher	Rocky Mountain Elementary		X
8/12/2013	Ho, Amy	Science Teacher	Altona Middle		X
8/12/2013	Hobert, Kimberly	4th Grade Teacher	Mountain View Elementary		X

Staff Appointments

HIRE DATE	Name	Position	Location	New Position	Replacement
8/12/2013	Horner, Wendy	3rd Grade Teacher	Timberline K-8		X
8/12/2013	Huckaby, Megan	Special Ed Teacher	Longs Peak Middle		X
8/12/2013	Jaworski, Shawn	English Teacher	Skyline High		X
8/12/2013	Johnson, Kristine	3rd Grade Bilingual Teacher	Rocky Mountain Elementary		X
8/12/2013	Kroll, Erin	Science Teacher	Centennial Elementary	X	
8/12/2013	Laverty, Trisha	1st Grade Teacher	Black Rock Elementary		X
8/12/2013	Lawless, Megan	Vocal Music Teacher	Mead Middle		X
8/12/2013	Linsenmeyer, Pedro	Counselor	Mead High		X
8/12/2013	Maier, Sara	Special Ed Teacher	Fall River Elementary		X
8/12/2013	Mancusi, Michael	RTI/Language Arts Teacher	Timberline K-8	X	
8/12/2013	McCaffrey, Mary	1st Grade Teacher	Legacy Elementary		X
8/12/2013	McGarry, Amanda	Math Teacher	Niwot High		X
8/12/2013	Mehsling, Mary	English/Language Arts Teacher	Sunset Middle		X
8/12/2013	Millikan, Emily	Language Arts Teacher	Westview Middle		X
8/12/2013	Mills, Anna	Science Teacher	Trail Ridge Middle		X
8/12/2013	Moore, Michael	4th Grade Teacher	Mead Elementary		X
8/12/2013	Muller, Suzanne	2nd Grade Teacher	Eagle Crest Elementary		X
8/12/2013	Nagar, Janelle	Special Ed Teacher	Longs Peak Middle		X
8/12/2013	Noble, Emily	English/Language Arts Teacher	Altona Middle		X
8/12/2013	Northrup, Jenica	Science Teacher	Silver Creek High School		X
8/12/2013	Orocu, Amy	Social Studies Teacher	Longmont High		X
8/12/2013	Parsons, Jon	Language Arts/Social Studies Teacher	Mead High		X
8/12/2013	Pollock, Jennifer	1st Grade Teacher	Alpine Elementary		X
8/12/2013	Repp, Adria	Math Teacher	Niwot High		X
8/12/2013	Reznikoff, Natasha	Preschool Teacher/ECSE Teacher	Longmont Estates Elementary		X
8/12/2013	Ripa, Jill	Drama/Computer Tech Teacher	Frederick High	X	
8/12/2013	Robison, Elizabeth	Kindergarten Teacher	Thunder Valley K-8	X	
8/12/2013	Russell, Harmony	4th Grade Teacher	Timberline K-8	X	
8/12/2013	Sapp, Melanie	Multi Grade Teacher	Northridge Elementary	X	
8/12/2013	Smiley, Monica	Instrumental Music Teacher	Coal Ridge Middle		X
8/12/2013	Sodergren, Katherine	Math Teacher	Lyons Middle Senior		X
8/12/2013	Sundman, Andrea	Special Ed Teacher	Longmont High	X	
8/12/2013	Telfer, Laura	Preschool Teacher/ECSE Teacher	Timberline K-8	X	
8/12/2013	Thiessen, Heid	1st Grade Teacher	Black Rock Elementary		X
8/1/2013	Tomlinson, Natalie	School Secretary	Erie Middle		X
8/12/2013	Tyler, Benjamin	Instrumental Music Teacher	Erie Middle		X
8/12/2013	Vitullo, Nadine	4th Grade Teacher	Legacy Elementary		X
8/12/2013	Youngman, Jean	Foreign Language Teacher	Niwot High		X

June 12, 2013

Staff Appointments

HIRE DATE	Name	Position	Location	New Position	Replacement
	CLASSIFIED				
8/14/2013	Ball-Marian, Lavinia	Special Ed Para	Fall River Elementary	X	
8/8/2013	Belcher, Amy	Health Clerk	Eagle Crest Elementary		X
8/8/2013	Benson, Elizabeth	Health Clerk	Eagle Crest Elementary		X
8/14/2013	Billmaier, Thomas	Campus Supervisor	Thunder Valley K-8	X	
8/1/2013	Brunn, Anna	Media Clerk	Timberline K-8		X
8/8/2013	Delanoit, Teresa	Health Clerk	Student Services	X	
8/1/2013	Dragon, Carroll	School Secretary	Niwot High		X
8/8/2013	Fuster, Kristine	Health Clerk	Student Services	X	
5/7/2013	Garcia, Laura	Child Care Group Leader	Red Hawk Elementary		X
8/1/2013	Green, Misty	Attendance Clerk	Blue Mountain Elementary		X
8/14/2013	Hackett, Martha	Special Ed Para	Erie Middle	X	
8/14/2013	Hanvey, Misty	Special Ed Para	Prairie Ridge Elementary	X	
8/14/2013	Harder, Caitlyn	Instructional Para	Red Hawk Elementary		X
8/14/2013	Kraft, Trisha	Special Ed Para	Mead High		X
8/14/2013	Maybee, Lynn	Instructional Para	Alpine Elementary		X
8/14/2013	McCaulay, Kimberly	Special Ed Para	Longmont Estates Elementary		X
5/16/2013	Merzweiler, Gary	Warehouse Deliver	Warehouse		X
5/27/2013	Penfold, Steven	Carpenter	O & M		X
8/8/2013	Peterson, Kathy	Health Clerk	Student Services	X	
8/14/2013	Stremel, Erin	Instructional Para	Red Hawk Elementary		X
8/1/2013	Tomlinson, Natalie	School Secretary	Erie Middle		X
8/1/2013	Towell, Melanie	Media Tech	Northridge Elementary		X
8/14/2013	West, Alta	Special Ed Para	Hygiene Elementary	X	

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Board of Education Meeting Minutes

RECOMMENDATION

That the Board of Education approve the minutes from the May Regular Meetings.

BACKGROUND

The Board will be asked to approve the minutes for the May 8, 2013 Regular Meeting and the May 22, 2013 Regular Televised Study Session.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Appointment of Designated Election Official

RECOMMENDATION

That the Board of Education appoint the following designated election official for the regular coordinated election to be held November 5, 2013:

Terry Schueler

And further authorize Terry Schueler, on behalf of the Board, to enter into an Intergovernmental Agreement with the respective county officials for assistance in conducting the election.

Hillary Hall, Boulder County
Angela Myers, Larimer County
Steve Moreno, Weld County
Russ Ragsdale, City and County of Broomfield

BACKGROUND

The Uniform Election Code requires that these election officials be formally appointed by the Board of Education when a “coordinated election” is facilitated between the responsible parties for the election. These appointments will fulfill this requirement.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of the Construction Manager/General Contractor (CMGC) for Learning Services Center Security Access Project

RECOMMENDATION

That the Board of Education authorize the administration to enter into contract negotiations with FCI Constructors, Inc., for Construction Manager/General Contractor (CMGC) services for the Learning Services Center Security Access Project for a contract amount not-to-exceed $292,600 which includes a 10% contingency. Further, that the Board authorize Rick Ring, Chief Operations Officer, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

The CMGC review committee received and reviewed responses to RFQ 2008-007 “Construction Manager/General Contractor for Remodels/Additions.” FCI Constructors, Inc., was selected as the most qualified for the project.

The project will provide a secure entrance to the facility along with remodeling the interior to add staff and to meet current fire and building codes. An electronic informational sign will be constructed on the east lawn.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of the Construction Manager/General Contractor (CMGC) for Career Development Center Security Access Project

RECOMMENDATION

That the Board of Education authorize the administration to enter into contract negotiations with FCI Constructors, Inc., for Construction Manager/General Contractor (CMGC) services for the Career Development Center Security Access Project for a contract amount not-to-exceed $181,500 which includes a 10% contingency. Further, that the Board authorize Rick Ring, Chief Operations Officer, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

The CMGC review committee received and reviewed responses to RFQ 2008-007 “Construction Manager/General Contractor for Remodels/Additions.” FCI Constructors, Inc., was selected as the most qualified for the project.

The project will provide a secure entrance to the facility along with upgrading classrooms. A portion of the scope will be used to meet current fire and building codes.

Funding is available in the 2008 Bond program.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Purchase of Network Cameras Bid #2013-059

RECOMMENDATION

That the Board of Education approve the purchase of Axis P33 network cameras from HSS, Inc., for an amount not-to-exceed $275,128 based on the unit prices as submitted on the attached Bid Tabulation Sheet.

BACKGROUND

The Purchasing Department issued Bid No. 2013-059 for Axis P33 Network Cameras on May 16, 2013. Thirteen (13) responses were received on Thursday, May 30, 2013. Award is recommended to the low responsive and responsible vendor, HSS, Inc. Due to the number of responses, the bid tabulation is attached for reference.

The purchase of network cameras will add to building interior and exterior security at Niwot High, Frederick High, and Longmont High Schools.

Funding is available in the Capital Reserve Fund from the proceeds of the sale of the Erie ball fields.

ST. VRAIN VALLEY SCHOOLS
academic excellence by design

Purchasing Department

Recommended for Award

BID TABULATION SHEET
ITB 2013-059
AXIS P33 NETWORK CAMERAS
May 30, 2013 2:00PM

				Aprisa Technology		BW Systems		C-IX LLC		Cascade Networks dba Last Mile Gear		ETG Systems, Inc	
	Notarized Noncollusion Affidavit Included?			Y		Y		Y		Y		Y	
	Signed Bid?			Y		Y		Y		Y		Y	
Delivery Date	Description	Series Number	QTY	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
7/1/13	AXIS P33 Network Camera	P3367VE	134	$ 968.00	$ 129,712.00	$ 1,026.75	$ 137,584.50	$ 1,182.37	$ 158,437.58	$ 1,107.04	$ 148,343.36	$ 1,059.15	$ 141,926.10
8/1/13	AXIS P33 Network Camera	P3367VE	95	$ 968.00	$ 91,960.00	$ 1,026.75	$ 97,541.25	$ 1,182.37	$ 112,325.15	$ 1,107.04	$ 105,168.80	$ 1,059.15	$ 100,619.25
8/15/13	AXIS P33 Network Camera	P3367VE	60	$ 968.00	$ 58,080.00	$ 1,026.75	$ 61,605.00	$ 1,182.37	$ 70,942.20	$ 1,107.04	$ 66,422.40	$ 1,059.15	$ 63,549.00
		TOTAL COST:		**$**	**279,752.00**	**$**	**296,730.75**	**$**	**341,704.93**	**$**	**319,934.56**	**$**	**306,094.35**

				Howard Technology Solutions		HSS, Inc.		Johnson Controls		Long Technology		New Tech Solutions Inc	
	Notarized Noncollusion Affidavit Included?			Y		Y		Y		Y		NOT NOTORIZED	
	Signed Bid?			Y		Y		Y		Y		Y	
Delivery Date	Description	Series Number	QTY	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
7/1/13	AXIS P33 Network Camera	P3367VE	134	$ 1,029.00	$ 137,886.00	$ 952.00	$ 127,568.00	$ 1,008.06	$ 135,080.04	$ 1,024.00	$ 137,216.00	$ 1,090.00	$ 146,060.00
8/1/13	AXIS P33 Network Camera	P3367VE	95	$ 1,029.00	$ 97,755.00	$ 952.00	$ 90,440.00	$ 1,008.06	$ 95,765.70	$ 1,024.00	$ 97,280.00	$ 1,090.00	$ 103,550.00
8/15/13	AXIS P33 Network Camera	P3367VE	60	$ 1,029.00	$ 61,740.00	$ 952.00	$ 57,120.00	$ 1,008.06	$ 60,483.60	$ 1,024.00	$ 61,440.00	$ 1,090.00	$ 65,400.00
		TOTAL COST:		**$**	**297,381.00**	**$**	**275,128.00**	**$**	**291,329.34**	**$**	**295,936.00**	**$**	**315,010.00**

				Servitech Inc		Sierra Detention Systems		Stanley Convergent Security Solutions	
	Notarized Noncollusion Affidavit Included?			Y		Y		Y	
	Signed Bid?			Y		Y		Y	
Delivery Date	Description	Series Number	QTY	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
7/1/13	AXIS P33 Network Camera	P3367VE	134	$ 978.00	$ 131,052.00	$ 1,124.57	$ 150,692.38	$ 1,349.48	$ 180,830.32
8/1/13	AXIS P33 Network Camera	P3367VE	95	$ 978.00	$ 92,910.00	$ 1,124.57	$ 106,834.15	$ 1,349.48	$ 128,200.60
8/15/13	AXIS P33 Network Camera	P3367VE	60	$ 978.00	$ 58,680.00	$ 1,124.57	$ 67,474.20	$ 1,349.48	$ 80,968.80
		TOTAL COST:		**$**	**282,642.00**	**$**	**325,000.73**	**$**	**389,999.72**

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Amendment to the Construction Manager/General Contractor (CMGC) for Mead High Entrance Security Enhancements Project

RECOMMENDATION

That the Board of Education approve the Amendment to the Construction Manager/General Contractor (CMGC) with Golden Triangle Construction, Inc., for the Mead High Entrance Security Enhancements Project for a contract total not-to-exceed $175,000, which includes a 10% contingency. Further, that the Board authorize Rick Ring, Chief Operations Officer, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

Staff has been working to develop the security entrance work at Mead High School. Work is expected to be completed summer 2013.

Funding for the project is available in the Capital Reserve fund.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award – Playground Wood Chips Bid #2013-044

RECOMMENDATION

That the Board of Education approve the contract award for the provision of Playground Wood Chips Bid #2013-044 to Bedrock, LLC, d/b/a Ground Solutions for the unit prices as submitted on the attached Bid Tabulation Sheet. Bedrock, LLC, is anticipated to provide purchased goods and services over $100,000 to the District during FY 2013 and FY 2014.

BACKGROUND

Bid #2013-044 for Playground Wood Chips was issued by the Purchasing Department and bids were received and opened on April 16, 2013. Responses were evaluated and award is recommended to the low responsive and responsible vendor Bedrock, LLC.

Per Board Policy DJ-Purchasing Authorization requirement, this information is presented that the Board approve all vendors to whom the District pays over $100,000 in a single fiscal year.

Funding is available for the purchase of wood chips in the General Fund.

ST. VRAIN VALLEY SCHOOLS
academic excellence by design
Purchasing Department

BID TABULATION SHEET
ITB 2013-044
PLAYGROUND WOOD CHIPS
APRIL 16, 2013 2:00PM

	Children' Playstructures	Bedrock Slingers Ground Solutions
Notarized Noncollusion Affidavit Included?	x	x
Insurance?	x	x
Immigrant Worker Regulations?	x	x
Bid Bond?	x	x
Signed Bid?	x	x

	Price per Cubic Yard	Price per Cubic Yard
Delivery **and** Application	$ 35.36	$ 27.60

	Price per Cubic Yard	Price per Cubic Yard
Delivery **Only**	$ 21.68	$ 21.00

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of the Construction Manager/General Contractor (CMGC) for Lincoln School Remodel Project

RECOMMENDATION

That the Board of Education authorize the administration to enter into contract negotiations with FCI Constructors, Inc., for Construction Manager/General Contractor (CMGC) services for the Lincoln School Remodel Project for a contract amount not-to-exceed $340,000 which includes a 10% contingency. Further, that the Board authorize Rick Ring, Chief Operations Officer, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

The CMGC review committee received and reviewed responses to RFQ 2008-007 “Construction Manager/General Contractor for Remodels/Additions.” FCI Constructors, Inc., was selected as the most qualified for the project.

The project will address maintenance and change of occupancy upgrades.

Funds are available in the 2008 Bond program.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award - Asphalt Maintenance, Repair and Replacement Bid 2013-056

RECOMMENDATION

That the Board of Education approve the award of a contract for Asphalt Maintenance, Repair and Replacement Bid #2013-056 to the low responsive and responsible vendor not-to-exceed budget funds and further authorize Rick Ring, Chief Operations Officer, to sign appropriate documents.

BACKGROUND

The District has an ongoing need for bituminous asphaltic concrete (HMA) paving for repair, replacement, and maintenance of designated District asphalt surfaces.

The Purchasing Department issued Bid No. 2013-056 on May 21, 2013. Award is recommended to the low responsive and responsible vendor pending receipt of all necessary documents. The contract will be for a one-year period, with two (2) one-year renewal options in accordance with the Bid documents.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Change Order to the Construction Manager/General Contractor (CMGC) Contract – Timberline PK-8 Project

RECOMMENDATION

That the Board of Education approve Change Order #8 for $139,629 to the Construction Manager/General Contractor (CMGC) contract with Saunders Construction, Inc., for the Timberline PK-8 (Heritage/Loma Linda) Project. Further, that the Board authorize Rick Ring, Chief Operations Officer, to sign change order documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

Change Order #8 includes changes to the fire detection system, structural, architectural, electrical, plumbing, and data systems to accommodate the additional 4th and 5th grade classrooms at Timberline K-8. These changes resulted in new classrooms, bathrooms, and security doors in the Heritage portion of the new building.

Timberline PK-8 project is funded in the 2008 Bond program.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Waiver from Liability Insurance Requirement for the Longmont High School Education Foundation

RECOMMENDATION

That the Board of Education allow an exception to the Organizational Options for Parent Organizations Policy KBE-R, and thereby approve a waiver for the general liability insurance requirement for the Longmont High School Education Foundation.

BACKGROUND

Board Policy KBE, Relations with Parent Organizations, states, "District insurance does not cover parent organizations organized as non-profit corporations. Furthermore, the District is not liable or responsible for loss of their property or money, or the decisions made by the non-profit corporation, its board, or its officers. The non-profit corporation is encouraged to investigate and purchase appropriate officer's liability insurance, property insurance, and crime insurance (fidelity bond), in addition to the general liability insurance required by the District. In rare situations, an organization may be unable to meet all of the outlined commitments and may appeal to the District's Finance and Audit Committee for a waiver from a particular requirement."

The Longmont High School Education Foundation appealed to the District's Finance and Audit Committee for a waiver from Policy KBE-R due to the fact that they do not use District facilities except for their meetings. The Finance and Audit Committee recommended that this waiver be reviewed by the District's legal counsel. Our attorney has reviewed and agreed with the waiver as presented.

The administration and the Finance and Audit Committee recommend approval of this exception.

AGREEMENT FOR WAIVER FROM INSURANCE REQUIREMENT
IN BOARD POLICY KBE-R

It is mutually agreed by the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J (hereinafter referred to as "District") and **Longmont High School Education Foundation**, a 501(c)(3) non-profit corporation, (hereinafter referred to as "Foundation"), that the general liability insurance requirement stated in District Board Policy KBE-R (Organizational Options for Parent Organizations (POs)) is waived, subject to the following limitations:

1. Foundation use of District facilities will be limited to Foundation Board meetings, not to exceed 20 persons.
2. Foundation use of District facilities will be limited to the Longmont High School cafeteria or, in the event of a scheduling conflict, an alternative area recommended by the District Facility Scheduler.
3. Foundation use shall be scheduled in advance of the meeting with the District Facility Scheduler (303-652-6310) in accordance with Board Policy/Regulation KF, KF-R and KF-E (Fee Schedule for Community Use of School Facilities).
4. The term of this Agreement shall be for the one year period from July 1, 2013 to June 30, 2014.
5. Nothing in this insurance requirement waiver should be construed as a waiver of any other section(s) of Board Policy/Regulation KBE/KBE-R.
6. Nothing in this Agreement shall be construed as a waiver by the District of any rights, immunities, privileges, monetary limitations to judgments, or defenses provided to the District by the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq., C.R.S., as from time-to-time amended, or otherwise available to the School District, its officers, agents, volunteers, or employees.
7. Venue for any and all legal action arising out of this Agreement shall lie in the District Court in and for the County of Boulder, State of Colorado, and this Agreement shall be governed by the laws of Colorado.
8. The mutual promises herein shall be good and sufficient consideration for this Agreement although there are no actual funds exchanged between the District and Foundation.

This Agreement becomes effective on this ___ day of_____, 2013, and for the terms set forth above.

_____	_____
Date	Foundation President
_____	_____
Date	Foundation Secretary
_____	_____
Date	Board of Education President
_____	_____
Date	Board of Education Secretary

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Waiver from Liability Insurance Requirement for the Silver Creek High School Education Foundation

RECOMMENDATION

That the Board of Education allow an exception to the Organizational Options for Parent Organizations Policy KBE-R, and thereby approve a waiver for the general liability insurance requirement for the Silver Creek High School Education Foundation.

BACKGROUND

Board Policy KBE, Relations with Parent Organizations, states, "District insurance does not cover parent organizations organized as non-profit corporations. Furthermore, the District is not liable or responsible for loss of their property or money, or the decisions made by the non-profit corporation, its board, or its officers. The non-profit corporation is encouraged to investigate and purchase appropriate officer's liability insurance, property insurance, and crime insurance (fidelity bond), in addition to the general liability insurance required by the District. In rare situations, an organization may be unable to meet all of the outlined commitments and may appeal to the District's Finance and Audit Committee for a waiver from a particular requirement."

The Silver Creek High School Education Foundation appealed to the District's Finance and Audit Committee for a waiver from Policy KBE-R due to the fact that they do not use District facilities except for their meetings. The Finance and Audit Committee recommended that this waiver be reviewed by the District's legal counsel. Our attorney has reviewed and agreed with the waiver as presented.

The administration and the Finance and Audit Committee recommend approval of this exception.

AGREEMENT FOR WAIVER FROM INSURANCE REQUIREMENT IN BOARD POLICY KBE-R

It is mutually agreed by the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J (hereinafter referred to as "District") and **Silver Creek High School Education Foundation**, a 501(c)(3) non-profit corporation, (hereinafter referred to as "Foundation"), that the general liability insurance requirement stated in District Board Policy KBE-R (Organizational Options for Parent Organizations (POs)) is waived, subject to the following limitations:

1. Foundation use of District facilities will be limited to Foundation Board meetings, not to exceed 20 persons.
2. Foundation use of District facilities will be limited to the Silver Creek High School IMC (library) or, in the event of a scheduling conflict, an alternative area recommended by the District Facility Scheduler.
3. Foundation use shall be scheduled in advance of the meeting with the District Facility Scheduler (303-652-6310) in accordance with Board Policy/Regulation KF, KF-R and KF-E (Fee Schedule for Community Use of School Facilities).
4. The term of this Agreement shall be for the one year period from July 1, 2013 to June 30, 2014.
5. Nothing in this insurance requirement waiver should be construed as a waiver of any other section(s) of Board Policy/Regulation KBE/KBE-R.
6. Nothing in this Agreement shall be construed as a waiver by the District of any rights, immunities, privileges, monetary limitations to judgments, or defenses provided to the District by the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq., C.R.S., as from time-to-time amended, or otherwise available to the School District, its officers, agents, volunteers, or employees.
7. Venue for any and all legal action arising out of this Agreement shall lie in the District Court in and for the County of Boulder, State of Colorado, and this Agreement shall be governed by the laws of Colorado.
8. The mutual promises herein shall be good and sufficient consideration for this Agreement although there are no actual funds exchanged between the District and Foundation.

This Agreement becomes effective on this ___ day of_____, 2013, and for the terms set forth above.

_____	_____
Date	Foundation President
_____	_____
Date	Foundation Secretary
_____	_____
Date	Board of Education President
_____	_____
Date	Board of Education Secretary

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad., Superintendent of Schools

SUBJECT: Waiver from Liability Insurance Requirement for the Skyline High School Education Foundation

RECOMMENDATION

That the Board of Education allow an exception to the Organizational Options for Parent Organizations Policy KBE-R, and thereby approve a waiver for the general liability insurance requirement for the Skyline High School Education Foundation.

BACKGROUND

Board Policy KBE, Relations with Parent Organizations, states, "District insurance does not cover parent organizations organized as non-profit corporations. Furthermore, the District is not liable or responsible for loss of their property or money, or the decisions made by the non-profit corporation, its board, or its officers. The non-profit corporation is encouraged to investigate and purchase appropriate officer's liability insurance, property insurance, and crime insurance (fidelity bond), in addition to the general liability insurance required by the District. In rare situations, an organization may be unable to meet all of the outlined commitments and may appeal to the District's Finance and Audit Committee for a waiver from a particular requirement."

The Skyline High School Education Foundation appealed to the District's Finance and Audit Committee for a waiver from Policy KBE-R due to the fact that they do not use District facilities except for their meetings. The Finance and Audit Committee recommended that this waiver be reviewed by the District's legal counsel. Our attorney has reviewed and agreed with the waiver as presented.

The administration and the Finance and Audit Committee recommend approval of this exception.

AGREEMENT FOR WAIVER FROM INSURANCE REQUIREMENT IN BOARD POLICY KBE-R

It is mutually agreed by the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J (hereinafter referred to as "District") and **Skyline High School Education Foundation**, a 501(c)(3) non-profit corporation, (hereinafter referred to as "Foundation"), that the general liability insurance requirement stated in District Board Policy KBE-R (Organizational Options for Parent Organizations (POs)) is waived, subject to the following limitations:

1. Foundation use of District facilities will be limited to Foundation Board meetings, not to exceed 20 persons.
2. Foundation use of District facilities will be limited to the Skyline High School IMC (library) or, in the event of a scheduling conflict, an alternative area recommended by the District Facility Scheduler.
3. Foundation use shall be scheduled in advance of the meeting with the District Facility Scheduler (303-652-6310) in accordance with Board Policy/Regulation KF, KF-R and KF-E (Fee Schedule for Community Use of School Facilities).
4. The term of this Agreement shall be for the one year period from July 1, 2013 to June 30, 2014.
5. Nothing in this insurance requirement waiver should be construed as a waiver of any other section(s) of Board Policy/Regulation KBE/KBE-R.
6. Nothing in this Agreement shall be construed as a waiver by the District of any rights, immunities, privileges, monetary limitations to judgments, or defenses provided to the District by the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq., C.R.S., as from time-to-time amended, or otherwise available to the School District, its officers, agents, volunteers, or employees.
7. Venue for any and all legal action arising out of this Agreement shall lie in the District Court in and for the County of Boulder, State of Colorado, and this Agreement shall be governed by the laws of Colorado.
8. The mutual promises herein shall be good and sufficient consideration for this Agreement although there are no actual funds exchanged between the District and Foundation.

This Agreement becomes effective on this ___ day of_____, 2013, and for the terms set forth above.

_____	_____
Date	Foundation President
_____	_____
Date	Foundation Secretary
_____	_____
Date	Board of Education President
_____	_____
Date	Board of Education Secretary

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Elementary Social Studies (4th & 5th grades) Textbook Adoption

RECOMMENDATION

That the Board of Education approves the adoption and purchase of the following Elementary Social Studies Textbooks:

1. **The Colorado Story,** Gibbs Smith Education 2011
2. **The United States: Making a New Nation,** Houghton-Mifflin-Harcourt 2012

And, that the Board of Education approve a purchase contract to Gibbs Smith for textbooks and materials not-to-exceed $93,000.00; and Houghton-Mifflin-Harcourt for textbooks and materials not-to-exceed $150,000.00.

$18,500 has been budgeted for initial professional development to cover the estimate for extra duty pay or the cost of a half-day substitute.

BACKGROUND

During the fall of 2012, a textbook adoption committee made up of elementary teachers, and a principal from across the District representing fourth and fifth grade was formed to evaluate elementary social studies programs, pilot the selected program, and recommend a program for adoption by the St. Vrain Valley Board of Education. The committee reviewed the Colorado Academic Standards, current District curriculum, current effective teaching practices in elementary social studies, and developed an evaluation form for elementary social studies programs.

Materials were solicited from ten publishers for initial review and consideration. Publisher presentations were conducted for four of the candidate programs, and a final selection was made for the two grade-level pilots. Nineteen teachers volunteered for the spring 2013 pilot, representing sixteen District elementary schools.

Input was gathered from pilot teachers, students, parents, and the community. After selecting a pilot program, piloting the program and gathering input about the selection, the committee recommends **The Colorado Story** and **The United States: Making a New Nation** to the St. Vrain Valley Board of Education for adoption.

Public Review

A review of the initial four candidate elementary social studies programs was held March 11 – March 22 from 7:30 am – 4:00 pm each day in the lobby of the Learning Services Center. The event was advertised in the Longmont Daily Times-Call, District Leadership Update, and on our District website.

Summary of Strengths for **The Colorado Story,** Gibbs Smith Education 2011

- Strong alignment and correlation to the Colorado Academic Standards (Fourth Grade Social Studies).
- Teacher materials are user-friendly and straightforward. Provides a nice framework, but allows for creativity and flexibility. Each lesson, unit, and project is fresh and varied.
- Multiple options for technology integration. Digital copies of the books for student access, audio portion for differentiation, and links to online resources available to enhance the curriculum.
- Visuals are authentic, relevant, and engaging.
- Multiple options for summative assessments. The vocabulary assessment, in particular, used higher-order thinking skills. There was also room to add on to the existing assessment. Because of Rigby, the precedent is set for learning vocabulary. The ELL guide provides options for a pre-assessment. There are multiple-choice assessments as well as project-based assessments.
- Information literacy is a great strength. There are multiple options for note taking. Many of the suggested activities have problem solving, collaboration, self-direction and innovation.
- Provides authentic and engaging learning experiences, but allows flexibility for teachers to supplement with other activities.

Summary of Weaknesses for **The Colorado Story,** Gibbs Smith Education 2011

- The order of the book does not align with St. Vrain unit plans.
  Teachers will need to use professional creativity to implement suggested projects and enhance rubrics for assessment and differentiation.

Plans to Overcome Weaknesses

The Elementary Social Studies Leadership team will align the unit plans to the textbook and examine rubrics to create a standard for grading. Combining the project checklist with the rubric allows for greater rigor in grading.

1. Summary of Strengths for **The United States: Making a New Nation,** Houghton-Mifflin-Harcourt 2012

- Strong alignment and correlation to the Colorado Academic Standards (fifth grade social studies).
- Abundance of materials, including teachers' guides for differentiation, excellent level of the rigor, lends itself to integration - supplemental literacy pieces, text is very English Language Development oriented and skills are practiced frequently throughout the chapters.
- Many opportunities to use technology and ways to access the materials online. Interactive pieces for students online include vocabulary, games, maps and assessments.
- Layout was engaging and captivating - maps are easy to read and many visuals included with the text, text is easy to navigate, and end of chapter questions were challenging.
- Differentiation is very good for both low and ELL learners and there are options for enrichment.
- Multiple options for summative assessments. The vocabulary assessments, in particular, use higher-order thinking skills. There is room to add on to the existing assessment. Because of the Language Arts program, the precedent is set for learning vocabulary. The ELL guide provides options for a pre-assessment. There are multiple-choice assessments as well as project-based assessments.
- There are many project-based pieces for both individuals and groups.
- 21st Century Skills**:** Critical thinking/problem solving and presents the "big idea" per unit. Opportunities and materials provide for meaningful experiences.

3. Summary of Weaknesses for **The United States: Making a New Nation,** Houghton-Mifflin-Harcourt 2012

- Does not completely cover the Personal Finance Literacy (PFL) standards

Plans to Overcome Weaknesses

The Colorado Department of Education will be working with Districts to gather an online clearinghouse of possible instructional resources that can be used to meet the new Personal Financial Literacy (PFL) standards. The Elementary Social Studies Leadership team will continue to incorporate many of those resources into the unit plans.

Future trainings will be offered on how to utilize the technology with students. Additional time is needed to be able to learn how to access the technology components and navigate the website.

Budget

Basic Materials			
	Quantity	**Cost**	**Total**
Student Textbooks 4th	1900	$45.00	$85,500.00
Student Textbooks 5th	1855	$35.00	$64,925.00
Leveled Readers 5th	100	$734.00	$73,400.00
Teacher Materials	150	$0	$0
Online Teacher & Student Access		$0	$0
Subtotal			$223,825.00
Subtotal for Materials			$223,825.00
Shipping (8%)			$17,906.00
Grand Total for World Studies Materials			$241,731.00

Professional Development & Training

A half-day of professional development has been planned for all fourth and fifth grade teachers in August and September. The training will be provided free of charge by a Houghton-Mifflin-Harcourt curriculum specialist.

Initial Training Cost – $18,500.00 for the cost of either extra duty pay or half-day sub for 25 teachers.

Gratitude

Thanks to the teachers and administrators who spent many months bringing this recommendation to the District:

Teachers:

Jennifer Ranweiler – Alpine Elementary
Teddy Hampton - Blue Mountain Elementary
Genevieve Ferguson – Columbine Elementary
Hailo Mirto – Fall River Elementary
Patty Carmichael – Fall River Elementary
Lynn Hannapel – Indian Peaks Elementary
Jennifer Crill – Loma Linda Elementary
Scott Smith – Burlington Elementary
Clayton Johnson – Centennial Elementary
Elizabeth Lange - Eagle Crest Elementary
Kristi Ekern – Fall River Elementary
Sean McMullen – Hygiene Elementary
Karen Altemus – Fredrick Elementary

Blaire McCotter – Indian Peaks Elementary
Donna Weaver – Legacy Elementary
Elana Wolfinbarger – Prairie Ridge Elementary
Jenny Rojas – Rocky Mountain Elementary
Alex Downing – Rocky Mountain Elementary

Principal:

Renee Collier, Principal – Hygiene Elementary

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Charter School Memorandum of Understanding

RECOMMENDATION

That the Board of Education approve the Memorandum of Understanding (MOU) from the St. Vrain Charter Schools.

BACKGROUND

The Board of Education and St. Vrain Valley administrators have met with the charter schools on December 4, 2012 and, again, on April 17, 2013 regarding the distribution of 2012 mill levy override funds. As a result of these meetings, the charter schools have collaborated on the attached Memorandum of Understanding to propose how the charter schools will be receiving the 2012 mill levy override funds.

MEMORANDUM OF UNDERSTANDING
DISTRICT CHARTER SCHOOLS AND 2012 MILL LEVY OVERRIDE

WHEREAS, voters of the School District RE-1J of Boulder County, St. Vrain Valley School District ("the District"), approved a mill levy override in 2012 to support public education in the district; and

WHEREAS, the voter intention upon approval of the MOU was to provide charter schools with their fair share of funding based on their October, 2012 October Count FTE.

WHEREAS, Aspen Ridge Preparatory School, Carbon Valley Academy, Flagstaff Academy Charter School, Imagine Charter School at Firestone , St. Vrain Community Montessori School, and Twin Peaks Charter Academy ("the St. Vrain Charters"), recognize and support the need for additional public school funding; and

WHEREAS, the District recognizes the St. Vrain Charters as public schools within and of St. Vrain Valley School District that should receive appropriate and equitable funding as part of the public school system; and

WHEREAS, the St. Vrain Charters were included in the 2012 Mill Levy Override;

NOW THEREFORE, the District and the St. Vrain Charters, ("the Parties") agree as follows:

1. The District shall annually provide each of the charter schools listed herein its pro rata share of the 2012 mill levy funds ("2012 MLO") based on the District's audited 2012 October Count, amounting to 11.2% for the St. Vrain Charters. The amount allocated annually to the St. Vrain Charters shall not fall below 11.2% in aggregate of the total 2012 MLO funds collected, except as outlined in Section 3 below. As 11.2% of total collected 2012 MLO funds becomes 100% of the St. Vrain Charters' 2012 MLO pool, the individual charter schools listed herein shall receive a share of the MLO funds in the percentages as noted below of the total funds collected annually:

Charter School	**% Charter Aggregate**	**% Total Annual MLO Funds**
Aspen Ridge Preparatory School	5.9%	.059 *.112= .007
Carbon Valley Academy	9.8%	.098 *.112= .011
Flagstaff Academy Charter School	26.8%	.268 *.112= .030
Imagine Charter School at Firestone	20.9%	.209 *.112= .023

St. Vrain Community Montessori School	4.6%	.046 *.112= .005
Twin Peaks Charter Academy	32.0%	.320 *.112=.036

The K-12 FTE calculations for the purpose of allocating funds to St. Vrain Charters shall be the same as it is for SVVSD in general. For example, if Kindergarten is calculated at .58 FTE for District non-charter schools, so shall they be for St. Vrain Charters.

2. Payments will be distributed to the St. Vrain Charters in the same percentages and on the same timeline as they are distributed to the District, except that the St. Vrain Charters will receive 100% of their respective MLO allocations by June 30, whether or not such MLO funds have been received at that time by the District. The District will distribute the funds to the St. Vrain Charters within 1 week of receipt of funds to the District.

3. In the event one of the St. Vrain Charters identified in this Agreement ceases to be chartered with the District or materially changes its program enrollment composition, the mill levy funding distribution for said school set forth in this agreement will be reallocated to the remaining St. Vrain Charters as follows:

   a. If the aggregate population of all of the charter schools within the District in existence at the October Count of the following year that the said school ceases to be chartered with the District, including future charter schools not identified in this agreement, is at or above 11.2% of the total District student population, the mill levy funding that would otherwise go to the said school will be reallocated ratably across the St. Vrain Charters identified in this Agreement; or

   b. If the aggregate population of all of the charter schools within the District in existence at the October Count of the following year that the said school ceases to be chartered with the District, including new charter schools not identified in this agreement, is below 11.2% of the total District student population, the distribution of the mill levy funding that would otherwise go to the said school may be re-negotiated with the District to determine an appropriate reallocation of said percentages. Under no circumstances will the distribution of the MLO to the remaining charter schools fall below the 2012 October Count ratable distribution levels for each school.

4. The term and intent of this MOU will be subject to reaffirmation every five (5) years from the time of its signing on June ____, 2013.

5. The signature of each St. Vrain Charter's officer below constitutes a warranty that such officer has full authority to sign this MOU and to bind the respective charter to the terms of this Agreement.

Done this ___ day of _____, 2013.

ST. VRAIN VALLEY SCHOOLS

By_____ _____
John Creighton Date
President, SVVSD Board of Education

Allison Schnell, Board President, ASPEN RIDGE PREPARATORY SCHOOL
Tony Carey, Executive Director, CARBON VALLEY ACADEMY
Patty Cragg, Board President, FLAGSTAFF ACADEMY CHARTER SCHOOL
Tom Cooper, Board President, IMAGINE CHARTER SCHOOL – FIRESTONE
Robert DuBois, Board President, TWIN PEAKS CHARTER ACADEMY
Jennifer Kemp, Board President, ST. VRAIN COMMUNITY MONTESSORI SCHOOL

By_____ _____
Allison Schnell Date

_____ _____
Tony Carey Date

_____ _____
Patty Cragg Date

_____ _____
Tom Cooper Date

_____ _____
Robert Dubois Date

_____ _____
Jennifer Kemp Date

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Purchase of Cisco Network Products (VoIP Upgrade)

RECOMMENDATION

That the Board of Education approve the purchase of Cisco Network Products in an amount of $322,167.10.

BACKGROUND

Due to the aging and soon to be non-supported District phone system, District Technology Services is replacing phones with Cisco Voice over Internet Protocol (VoIP). This is a multi-year program to replace all analog phones in the District. The District currently has 10 sites that are on the new system. This purchase will outfit an additional 8 sites requiring this upgrade.

The Purchasing Department issued Bid No. 2013-060 on May 22, 2013. Three (3) responses were received on June 11, 2013. Award is recommended to the low responsive and responsible vendor, Global Technology Resources, Inc.

Global Technology Resources, Inc.	ISC Corp	SHI International Corp
$322,167.10	$332,811.56	$748,740.20

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Memorandum of Agreement with the St. Vrain Valley Education Association

RECOMMENDATION

That the Board of Education approve the changes to the Agreement between the St. Vrain Valley Education Association (SVVEA) and the St. Vrain Valley School District RE-1J, as outlined in the attached Memorandum of Agreement (MOA), effective July 1, 2013.

BACKGROUND

The negotiation teams for the District and for SVVEA met for several months in the winter and spring for discussions regarding proposed language changes in the existing Agreement, including compensation matters. The discussions resulted in a number of tentative agreements and the MOA that is attached.

SVVEA has formally notified the District that their membership has voted to approve these changes to the Agreement for the 2013-14 contract year. Please be advised that this MOA is not official until approved and voted on by the Board of Education on the evening of June 12, 2013.

MEMORANDUM OF AGREEMENT

1. PARTIES. The parties to this Memorandum of Agreement are the negotiating teams for the **ST. VRAIN VALLEY EDUCATION ASSOCIATION** (Association) and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J** (District).

2. RECITALS AND PURPOSE. This Memorandum of Agreement summarizes the tentative agreements reached between the teams prior to and on May 14, 2013. When ratified by the Association and the District's Board of Education, the tentative agreements described below will be incorporated in the current Agreement between the parties.

3. SUPERSEDES CURRENT AGREEMENT. Notwithstanding any provisions to the contrary set forth above in the Agreement between the parties dated June 13, 2012 (Agreement), or in Appendixes A through J of the Agreement, the amendments to the Agreement described below shall be effective upon the ratification and approval of this Memorandum of Agreement and shall remain in full force and effect through June 30, 2015 unless otherwise stated.

4. TERM OF AGREEMENT. The parties agree that the expiration of the Agreement shall be June 30, 2015. Accordingly, Article 37 shall be amended to read:

> This agreement shall become effective on July 1, ~~2012~~ 2013, and shall remain in effect until June 30, 201~~3~~5. Negotiations concerning a successor Agreement shall be in accordance with Article 4 and Appendix F.

5. COMPENSATION MATTERS.

5.1 The base salary shall be increased by 1.7%. Accordingly, the current base salary of $33,914 in the salary schedule shall be increased to $34,491. See **Exhibit A.**

5.2 The District shall fund educations lanes. Teachers who meet the requirements for lateral movement on the Salary Schedule may advance through the Salary Schedule pursuant to Article 32 and District Policy GCB.

5.3 The District shall pay the teachers' .5% portion of the mandatory PERA increase from money otherwise available for compensation without reducing the percentage of increase to the formula base as described in Paragraph 4.1 above.

5.4 For the 2012-13 school year, teachers shall earn an experience step that will be granted August 1, 2013. Existing langage of Appendix A shall remain in effect.

5.5 Teachers who have previously reached their maximum Step, shall receive a salary payment equal to the value of one Step. This salary payment is not intended for teachers who will move to the maximum Step for the first time as of August 1, 2013.

5.6 Additional compensation shall also be provided in the event that the following trigger is met:

> If the General Fund balance grows more than as projected in the FY13 amended budget, 65% of the first $2 million of this one-time money savings will be distributed equally to all non-administrative regular district employees in correlation with their

respective FTE percentage. Any fund balance growth in excess of the first $2 million will be distributed at a 50% rate. This compensation will be paid out in a one-time stipend on or before November 30, 2013, providing the district FY13 CAFR is finalized by October 31, 2013. Otherwise, any stipend will be paid on December 31, 2013.

5.7 Additional compensation shall be provided to teachers for the additional contracted time that teachers shall work pursuant to the Memorandum of Understanding for Article 8.11. The additional contracted time and the additional compensation shall be for the 2013-2014 and the 2014-2015 school years. It is the intent of the parties that this compensation is part of a teacher's salary for services rendered and is PERA-includable. The additional contract hours is set forth in more detail in Paragraph 12 below and the additional compensation shall be provided as follows:

As per MOU regarding Article 8.11, teachers will be compensated with an annual stipend of $1,200 or the additional 29 required hours of monthly meetings through a one-time payment from the General Fund balance. This stipend will be paid in equal sums of $600 in November 2013 and April 2014. Additional hours and compensation will both be renegotiated at the end of this two-year agreement.

6. SALARY NEGOTIATIONS. It is the intent of the parties that salary negotiations for fiscal year 2014-2015 shall include full discussion of all compensation matters. It is expressly understood that the salary negotiations may include vertical and horizontal increments on the salary schedule and whether such increments will be granted or suspended. Accordingly, Appendix F shall be amended to read, in part:

1.1 It is understood that this Agreement expires June 30, 201~~3~~5. ~~If the District passes a mill levy election in November 2012, then compensation for the following 2013-14 school year shall include the granting of a step.~~ All ~~other~~ compensation and insurance matters including whether education lanes and an experience step shall be granted or withheld, will be subject to negotiations ~~for a successor agreement~~ for the ~~2012-13~~ 2013-2014 school year. Additionally, the parties will begin discussions regarding changes to the salary structure. The Association or the District may follow the process set forth in Article 4 to conduct negotiations concerning a successor agreement not later than March 1, 201~~3~~4.

7. INSURANCE.

7.1 For the 2013-2014 school year, the District shall continue to fund health insurance for Employee-Only premiums for the teachers at the current contribution level of $5 (Kaiser) or $15 (CIGNA) per month, depending upon the individual coverage selected by the teacher, and dental insurance for Employee-Only premiums for teachers. The District will cover the cost of the health insurance premium increases. According, Article 33.1 is amended as follows:

33.1 For the ~~2012-2013~~ 2013-2014 school year, the District will contribute up to $~~6,668~~ 7,200 per year toward the cost of employee-only health insurance coverage under the District's group health insurance plan for each teacher enrolled in the District's plan. Currently, teachers contribute either $5 (Kaiser) or $15 (CIGNA) per month toward the cost of employee-only premium coverage, depending upon the actual plan selected by the teacher. The teacher contribution amounts shall remain in effect through the ~~2012-2013~~ 2013-2014 school year. The specific District

contribution amount is dependent upon the actual insurance plan selection by the teacher.

7.2 For the 2013-2014 school year, the District shall cover the increase for the employee-only dental premium. Accordingly, Article 33.2 is amended as follows:

> 33.2 The District will contribute up to $~~369~~ 352 per year, or the employee-only rate, whichever is lower, toward the cost of dental insurance coverage under the District's group dental insurance plan for each eligible teacher who enrolls for such coverage.

8. **DEFINITIONS.** The parties agree to the addition of the following definitions to the Agreement:

1.12 Hiring Cycles as referred to in this Agreement shall mean a process that has a beginning and an end. There are two hiring cycles in an academic year. The first cycle would commence on the date of the initial posting for the following academic year and conclude October 31 of that academic year. The second cycle would commence November 1 and would conclude at the end of that academic year.

1.13 A Displaced Teacher is a Non-Probationary Teacher with an effective rating who has been displaced from their assignment by result of drop in enrollment; turnaround; phase-out; reduction in program or reduction in building, including closure, consolidation, or reconstitution.

> 1.13.1 Probationary and Non-Probationary Teachers with ineffective evaluations will not receive the benefit of the Priority Hiring Pool.
>
> 1.13.2 A Displaced Teacher who is unable to secure a Mutual Consent Assignment at a school of the District after twelve months or two Hiring Cycles, whichever period is longer, the District shall place the Teacher on Unpaid Displacement Status until such time at the Teacher is able to secure an assignment. A Teacher who secures an assignment at a school while placed on Unpaid Leave shall be reinstated on the salary schedule at the position earned when the leave was initiated. Accumulated lease balances, if any, shall also be reinstated. There shall be no retroactive compensation for the Unpaid Leave Period.

1.14 A Mutual Consent Assignment shall mean that a Teacher is assigned to a school with the consent of the hiring principal. The principal shall receive input from at least two Teachers employed at the school and chosen by the Teachers of the school.

> 1.14.1 The building Association Representative (AR), or designee, shall lead the process with the entire faculty to identify at least two Teachers to serve on the building hiring committee(s). Hiring committee(s) must be available to provide input throughout the Hiring Cycles.

1.15 A Teacher is placed, absent of Mutual Consent, into an assignment based upon the District's right to place them in a Limited-Term Assignment.

1.16 Limited-Term Assignments include, but are not limited to, placement into a teaching assignment, substitute assignment, or instructional support role during the period in which the Teacher is working to secure a Mutual Consent Assignment.

1.17 Priority Hiring Pool shall refer to the pool of Displaced Teachers, with effective or satisfactory ratings, who are given the first opportunity to interview for available positions for which they are qualified.

9. **SUPERVISION AND EVALUATIONS.** Article 6 shall be amended as follows:

6.1 Definitions

6.1.1 Consistent with state law, the purpose of Supervision & Evaluation is to promote the growth and development of students, teachers, and leaders. This process shall serve as a basis for the continuous improvement of professional practice and student learning. Based also on the ~~district performance criteria~~, Colorado State Model Evaluation System, the evaluation process serves as ~~a~~ an annual measurement and documentation of ~~satisfactory or unsatisfactory performance~~ professional practice (50%) and multiple measures of student academic growth (50%) to determine an ineffective, partially effective, effective or highly effective performance evaluation rating at the end of each academic year.

6.1.2 Evaluator shall refer to the licensed administrator and/or administratively licensed and trained dean assigned to conduct the Supervision & Evaluation process with a teacher. Instructional coaches, literacy coaches, and mentors shall not serve as evaluators.

6.1.3 Multiple data sources provided by the teacher and the evaluator will be used in assessing a teacher's performance. A measure of individually attributed student academic growth; a measure of collectively attributed student academic growth; when available, statewide summative assessment results; where applicable, Colorado Growth Model data shall be used. This data shall be gathered, reviewed, and shared with the teacher as such information is collected throughout the year. This data may include, but not be limited to, a formal observation.

A walk-through is a focused classroom visit for a brief period of time supported by documentation, not limited to reflection and/or opportunity for conversation about teaching and learning. A walk-through is considered one type of informal observation.

This data will be written and provided to teachers or recorded in the electronic collection system and tagged to specific standards which will then be shared electronically. The teacher has the right to respond to the data shared either in writing or electronically.
Instructional coaches, literacy coaches, and mentors will be used as a data source when initiated by the teacher. Hearsay information shall not be used as a data source.
6.1.4 Feedback is data-driven information that is provided to help guide the teaching and learning process. The evaluator and the teacher shall engage in timely, on-going, and specific conversations to enhance professional practice and student learning.

6.1.5 ~~A summative evaluation report~~ an end of year review report is a document prepared for the purpose of identifying annual teacher effectiveness ratings and identifying the recommendation for future employment ~~recommending continual employment. The summative evaluation report shall be based on district~~

~~performance criteria.~~ The ~~summative evaluation report~~ end of year review report shall be ~~data-driven with multiple sources of data cited throughout the report~~ based on data and information collected through implementation of the Colorado Model Evaluation System. This report shall include the summary of strengths and weaknesses, a professional growth plan, the dates of at least two classroom visits, the dated signatures of teacher and evaluator, and the option of a teacher response.

6.1.6 "Probationary teacher" is a teacher who has not completed three full years of continuous employment with the employing school district and who has not been reemployed for the fourth year.

6.2 Process

6.2.1 All probationary teachers (first three years in district) shall receive a minimum of two formal observations and ~~a summative evaluation~~ end of year review report every academic year. All non-probationary teachers (beginning of fourth year in the district) shall receive ~~a summative evaluation report~~ an end of year review report every year~~; provided, however, that the district shall have the right to evaluate any non-probationary teacher more frequently~~. based on the data and information collected through the Colorado Model Evaluation System, and that includes a minimum of one formal observation.

6.2.2 By no later than September ~~30~~ 10, the assigned evaluator/administrator shall meet with the teachers being evaluated to explain the supervision and evaluation process. Teachers being evaluated will ~~receive~~ be provided with electronic access to a copy of the ~~"Areas of Performance and Criteria"~~ Rubric For Evaluating Colorado's Teachers and data collection sources to be used will be identified. Attendance and participation at this meeting will be documented.

6.2.2.1 Each teacher will complete a teacher self-assessment no later than September 15.

6.2.2.2 By October 15, the evaluator and teacher shall meet to establish performance goals and to determine the data to be used for the multiple measures of student academic growth.

6.2.2.3 The evaluator will engage in on-going data collection through formal and informal observations. At least one (1) formal observation must be completed prior to the mid-year review.

6.2.2.4 No later than January 30, the evaluator and teacher shall meet for a mid-year review meeting. The teacher will provide evidence at this meeting of progress towards performance goals and the evaluator shall provide the teacher with a current performance overview regarding the Rubric For Evaluating Colorado's Teachers.

~~6.2.6~~ 6.2.2.5 No later than April 20, the evaluator shall complete ~~the summative evaluation report~~ end of year review report based upon the information and data collected. ~~The summative evaluation report~~ end of year review report shall contain a recommendation for teacher employment for the following academic year. A teacher or evaluator may request a conference to

discuss the ~~summative evaluation report~~ end of year review report. Should the teacher not agree on the final ratings in the end of year review report, the teacher shall provide additional evidence or artifacts to the principal and then request a conference to review this information. The conference shall be held within seven workdays of the ~~request~~ end of year review meeting. A decision on the evaluation final ratings shall be given to the teacher during this conference ~~copy of the report will be given to the teacher~~. The teacher shall sign the evaluation report. The teacher's signature indicates only that the teacher has received, read, and had the opportunity to discuss the ~~summative evaluation report~~ end of year review report. The teacher may choose to respond in writing to the end of year review report ~~summative evaluation report~~ within ten working days and this response shall be attached to the ~~summative evaluation report~~ end of year review report.

6.2.3 If a formal observation is conducted, the observation shall be a minimum of twenty minutes. These classroom visits shall be conducted with the knowledge of the teacher whose classroom teaching performance is being observed. Evaluators shall not be required to give prior notice to the teacher of such visits. A post-observation conference shall be held within seven working days of the observation.

6.2.4 The Board or the Administration may require additional data from teachers. In addition, teachers may request additional formal classroom observations from their evaluator. The request must be made not later than February 28.

6.2.5 The teacher and the evaluator shall hold frequent conversations focused on improved professional practice and student learning. These on-going conversations may be formal or informal. Formal meeting times will be scheduled collaboratively.

6.3 Remediation

6.3.1 When performance concerns exist for non-probationary teachers, the ~~summative evaluation~~ end of year review report shall state that the teacher is recommended for remediation.

6.3.2 If the Assistant Superintendent of Human Resources, or designee approves the recommendation for remediation, the teacher will be notified in writing.

6.3.3 Within 20 working days of said notification, a meeting to review the process, and to develop and implement the remediation plan shall occur. This meeting shall include the teacher, the evaluator, and the Assistant Superintendent of Human Resources, or designee. The teacher may choose to have a representative present.

6.3.4 Consistent with Colorado Revised Statute-22-9-106 the remediation plan will be developed jointly in writing and shall include the following:

- A clear statement of the problem as identified in the ~~"Areas of Performance and Criteria".~~ Colorado State Model Evaluation System.
- A definition of satisfactory performance and a clear set of reasonable expectations in the identified deficient area(s).
- A prescription for remediation which details a course of action and reasonable time expectations for the teacher to reach an acceptable level of performance.

- A statement of the assistance, resources, materials and/or training opportunities available for the purpose of improving performance to a satisfactory level.

6.3.4 Nothing contained in this Article 6 shall be interpreted as placing any restrictions upon or condition precedent to the Board's right to dismiss a probationary or non-probationary teacher pursuant to the Teacher Employment, Compensation and Dismissal Act of 1990.

10. TEACHER FILES. Article 7 shall be amended with the addition of a new Article 7.6 as follows:

7.6 The District shall not publish or share information regarding the evaluation ratings of any licensed employee with anyone other than the employee who was the subject of the evaluation, District administrators, or other individuals legally entitled to review such information, unless the employee consent in writing that the evaluation ratings and information may be shared and with whom.

11. TEACHER HOURS AND LOADS. Article 8 shall be amended as follows:

8.8 Teachers shall have the right to leave their school during their duty-free lunch period after notifying their principal, or their principal's designee.

8.8.1 Teachers may leave during their planning time with prior approval from their principal, or their designee.

~~8.9 Teachers are required to attend faculty meetings which are scheduled by their immediate supervisor unless they are excused in advance. Faculty meetings shall normally be scheduled and concluded during the work day.~~

8.~~10~~ 9 Teachers are obligated to attend back-to-school nights, District-scheduled parent conferences and other school activities and meetings which do not require the supervision of students and which have traditionally been held outside the work day. Attendance at all other activities which require supervision of students shall be voluntary on the part of the teacher. The Association recognizes the need for adequate supervision of after-school student activities and encourages teachers to volunteer to assist in such activities.

NOTE: For the 2013-14 and 2014-15 school years only, the 2013 negotiated MOU language for meeting time shall be in effect replacing Article 8.10 through Article 8.10.3. Without mutual agreement to continue the twenty-nine (29) hours of additional time, the following Article 8.10 through Article 8.10.3 language shall be in effect beginning in the 2015-16 school year.

8.~~11~~ 10 ~~Subject to Article 8.9, t~~Teachers ~~may be~~ are required to participate in up to two (2) hours per month (during the months of September through May) of meetings which are directly tied to school/district goals. The final decision regarding the plan for the use of this time will be made by the supervisor and building leadership team using the Collaborative Decision Making Process in Article 39. ~~One of these two hours shall be teacher directed collaborative meeting time. One (1) hour of activities shall be organized by the supervisor and Building Leadership Team.~~ At least five (5) days' notice of the date and time of such activities shall be provided and such activities shall be ~~conducted during time periods of at least one hour's duration which are~~ contiguous with the work day.

8.10.1 At the beginning of each year, a general plan for how the two (2) hours of meeting time is to be spent will be created using Article 39. The general plan shall be shared with staff by the September late start day. The general plan may be revised as necessary during the school year.

8.~~11.1~~ 10.2 ~~Up to one time per month a maximum of 30 minutes of these two hours may be used for a faculty meeting. If the 30 minutes is utilized for a staff meeting, the remaining 90 minutes may be used in one activity.~~ One (1) of the two (2) hours shall be supervisor-directed meeting time and one (1) of the two (2) hours shall be teacher-directed collaborative meeting time determined in conjunction with the required general plan created in accordance with Article 8.10.1. Teachers will determine when and where they will meet, along with how they will implement the plan for this collaborative time. At least five (5) days' notice of the date and time of such activities shall be provided to all participants and the principal.

8.~~11.2~~ 10.3 With consensus of the teachers, two (2) of these hours may be used one (1) time per year for required attendance at one (1) showcase event (open house at the secondary levels, parent update meeting at the elementary level, and focus school event). The final decision regarding changes in the use of this time will be made using the Collaborative Decision Making process in Article 39.

8.~~12~~ 11 Within the school year calendar, there shall be five (5) days designated as Teacher Work Days, the use of which shall be determined by the teacher. However, during the first three (3) Teacher Work Days, up to one and one half (1.5) hours within the contract day may be used for staff meetings and up to three and one half (3.5) hours for district-directed professional development/collaboration in accordance with Article ~~29.1.4~~ 39. Of these five (5) Work Days teachers are not expected to remain at school during two (2) of these Work Days/Flex Place as designated in the building calendar not later than ~~the beginning of each~~ June 30th each ~~school~~ year with written notice to staff. Use of such days shall be determined by the teacher. Upon written notice by September 30th of each year, the District or building administrator may trade Work Days with professional development/compensation days so long as the total number of Work Days is not reduced.

8.~~13~~ 12 There will be eight (8) student contact days designated as Late Start days in the District. The Late Start days will be on the first Wednesday of each month, excluding the months of August and January, as set forth annually in the officially adopted school calendar.

8.~~13.1~~ 12.1 Each Late Start will be a minimum of two and a half hours (2.5) in duration within the contract day and take place prior to the student start time. This time shall be dedicated to District and Building goals. The final decision regarding this time will be made using the Collaborative Decision Making Process in Article 39. At the secondary level at least 45 continuous minutes of this time shall specifically be used for building department or team collaboration as determined by the teachers.

8.~~13.2~~ 12.2 Elementary teachers shall have an individual plan period of at least 45 continuous minutes during the hours of each Late Start time. Secondary teachers shall receive individual plan time that is commensurate with the scheduled class time after Late Start time.

12. MEETING TIME. The parties agree to the addition of twenty-nine (29) hours to the agreement for the 2013-2014 and 2014-2015 school years. The following language regarding these twenty-nine (29) hours shall be effective for the 2013-2014 and 2014-2015 school years only, replacing Article 8.10 through 8.10.3 in the Agreement during that time. Without mutual agreement to continue these twenty-nine (29) hours, Article 8.10 through 8.10.3 shall be in effect at the beginning of the 2015-2016 school year. Accordingly, the following shall be added as a Memorandum of Understanding at the end of Appendix J.

The following language shall be effective for the 2013-14 and 2014-15 school years only replacing Article 8.10 through Article 8.10.3 language in the Master Agreement (revised 2013. Without mutual agreement to continue these twenty-nine (29) additional hours, Article 8.10 through Article 8.10.3 language in the Master Agreement (revised 2013) shall be in effect beginning in the 2015-16 school year.

Teachers are required to participate in five (5) hours of meetings, which are contiguous with the work day, per month during the months of August through May, excluding December. The month of December will have up to two (2) hours of meeting time. The final decision regarding the plan for the use of this time will be made by the supervisor and building leadership team using the Collaborative Decision Making process in Article 39. At least five (5) days' notice of the date and time of such activities shall be provided and such activities will be directly tied to school/district goals.

Teachers shall be compensated with an annual stipend of $1,200 for the additional twenty-nine (29) required hours of monthly meetings through a one-time payment from the General Fund balance. This stipend shall be paid in equal sums of $600 in November 2013 and April 2014. Stipends shall continue during FY 2014-15. Negotiations for FY 2015-16 shall include a review of the effective use of these hours; the compensation for these hours; and the language changes to Article 8.10 and Article 8.11 if necessary.

At the beginning of each year, a general plan for the use of the five (5) hours of meeting time will be created by the supervisor and building leadership team using Article 39. Every effort will be made to keep the number of meetings to a minimum and reasonable in length. The general plan shall be shared with staff by the September late start day. The general plan may be revised as necessary during the school year.

Two and one-half (2.5) of the five (5) hours shall be supervisor-directed meeting time and two and one-half (2.5) of the five (5) hours shall be teacher-directed collaborative meeting time determined in conjunction with the required general plan. Teachers will determine when and where they will meet, along with how they will implement the plan for this collaborative time. At least five (5) days' notice of the date, time and intended plan of such activities shall be provided to all participants and the principal.

With consensus of the teachers, two (2) of these hours may be used one (1) time per year for required attendance at one (1) showcase event (open house at the secondary levels, parent update meeting at the elementary level, and focus school event). The final decision regarding changes in the use of this time will be made using the Collaborative Decision Making Process in Article 39 and included in the required general plan.

13. ASSIGNMENTS. Article 9 shall be amended as follows:

9. 1 A mutual consent assignment shall mean that a teacher is assigned to a school with the consent of the hiring principal. The principal shall receive input from at least two

teachers employed at the school and chosen by the teachers at the school. The hiring principal shall make the final decision.

9.1.1 The building Association Representative (AR), or designee, shall lead the process with the entire faculty to identify at least two teachers and two alternates to voluntarily serve on the building hiring committee(s). Hiring committees must be available to provide input throughout the hiring cycle(s). The unavailability of the teacher identified hiring committee member(s) shall not delay the hiring process.

9.2 The district reserves the right to place a teacher, absent of mutual consent, into an assignment based on the district's right to place them in a limited-term assignment.

9.2.1 Limited term assignments include, but are not limited to placement into a teaching assignment, substitute assignment, or instructional support role during the period in which the teacher is working to secure a mutual consent assignment.

~~9.1~~ 9.3 Teachers shall be notified in writing of any changes in their assignments for the following academic year including the schools to which they will be assigned, the grades, and/or subjects that they will teach, and any special or unusual courses that they will have as soon as practicable and, under normal circumstances, not later than the end of the academic year.

~~9.2~~ 9.4 The assignment of teachers to specific buildings does not imply permanent assignment to a particular building.

~~9.3~~ 9.5 Teachers are assigned to their major fields of preparation as nearly as possible. Except where ~~emergencies~~ circumstances dictate otherwise, teachers shall be assigned within the scope of the endorsement or endorsements on their teaching license or their major or minor fields of study.

~~9.4~~ 9.6 In arranging schedules for teachers who are assigned to more than one school, an effort will be made to hold the amount of inter-school travel ~~will be held~~ to a minimum.

14. TRANSFERS AND VACANCIES. Article 10.3 shall be amended and a new Article 10.7 shall be added as follows:

10.3 Posting of District-Wide Vacancies

10.3.1 ~~All v~~ Vacancies in teaching positions in the District shall be posted simultaneously internally and externally for a period of not fewer than five work days.

10.3.1.1 Not later than April 15 all vacancies then known to exist for the following academic year, including newly created positions, shall be posted.

~~10.3.1.2 Currently employed district staff shall have first opportunity to apply for positions before positions are advertised to external candidates.~~

~~10.3.1.3 Vacancies shall be posted internally for five work days prior to being posted externally.~~

~~10.3.1.4 For the period of time between the academic years, all vacancies shall be posted simultaneously internally and externally for not fewer than five work days.~~

10.3.1.5 Postings which were made during the ten calendar days prior to the first duty day of the academic year shall be for a period of not fewer than three calendar days.

10.3.2 Leave returnees, teachers identified as an overage teacher as a result of staffing fluctuations and District initiated transfer teachers shall have the opportunity to share their interests and placement needs with an administrator in Human Resources prior to March 1st or within ten days of notification. Any teacher identified as an overage teacher will be placed in a position prior to any district-wide posting and hiring in that teacher's area(s) of endorsement and qualification. Provided no leave returnee or District initiated transfer teacher is available and qualified for the position, the Department of Human Resources shall post any vacant positions.

10.3.3 ~~During the academic year, all~~ All postings shall be displayed ~~in a prominent place in each school building, the Department of Human Resources, and~~ ON the website. ~~During the summer, all postings will be displayed in a prominent place in the Department of Human Resources, and the website.~~

10.3.4 The District will provide the Association with ~~a copy~~ electronic notice of all postings on the date the posting is first active, and upon request current participants in the priority hiring pool.

10.7 Late Hires

10.7.1 Any new teacher hired with a start date after the initial teacher work day, excluding new teacher orientation days, shall be recommended for non-renewal at the end of the specified employment term.

15. SPECIAL EDUCATION. Article 16 shall be amended as follows:

16.3 ~~The Special Education Advisory Committee (SEAC) shall continue to hear mainstreaming concerns as they arise.~~ The Executive Director of Student Services or designee will create and maintain a district-wide forum for special education teachers to share information and address issues that may arise.

16.3.1 The SVVEA President or designee shall be a standing member of ~~SEAC~~ this forum.

16.3.2 The purpose of this forum will be to: receive information from Student Services regarding special education practices and expectations; problem solve regarding issues facing special education teachers providing direct services to students; answer questions and provide clarifying information; provide advisory guidance to student services; provide recommendations to Student Services.

16.3.3 The organizational format for the meeting will include: solicitation of questions/topics two weeks prior to the scheduled meeting; an agenda will be

provided the week prior to the scheduled meeting; facilitators/guests responding to questions or brief presentations of requested topics with open discussion following; a summary of meeting discussions will be provided following the meeting.

16.3.4 Meetings will be scheduled monthly, August through May. A calendar of meetings will be provided at the first meeting.

16.3.5 Each building team shall decide who will represent their building. Participating members must be a special education teacher (can include ECSE teachers as well as K-12 teachers); LSA and Lincoln may also provide membership.

16.3.6 The member will represent their school by seeking questions/topics from colleagues in their building to submit for consideration to be added to the agenda, participating in the monthly meetings, and sharing the summaries from the meetings with their building staff.

16.3.7 A professional study team will be organized to provide PD credit for participating members.

16.3.8 No person shall take reprisals affecting the employment or working conditions of any participant in this process.

16.4 The Department of Student Services will provide appropriate information and/or training for teachers on special education programming in the District. The Department of Student Services shall notify SVVEA upon scheduling such training and the SVVEA President or designee may attend. This training will include applying federal and/or state statutes/regulations and case law, and roles and rights of teachers concerning their participation in the process. In addition training will be provided regarding adherence to Article 8 of this Agreement, discipline of special education students, curriculum adaptations and materials, and the purpose and availability of the ~~SEAC~~ forum for special education teachers (Article 16.3).

. . .

16.6 The special education team shall have an alternative plan in place for all IEPs in the event that a service provider, including a paraeducator, is absent from work or unavailable. The Department of Student Services will assist in the development of a special education paraeducator substitute pool to be accessed when paraeducators are not available due to a leave day or absence. The District and the Association recognize the impact of such absences upon the daily schedules and workload of both the special education and the general education teachers.

16.6.1 in the event there are not para subs which fill open jobs building administrators may use existing language in Appendix A, Number 5, Class Coverage to provide compensation for teachers who cover classes.

16. COLLABORATIVE DECISION MAKING. Article 39 is amended as follows:

39.3 The collaborative decision making process will be achieved by individual buildings implementing a process for teachers' and administrators' voices and interests to be considered and valued in decisions that will be made, shared, communicated. Decisions based on this process ensure that all stakeholders have a voice and will support decisions.

39.3.1 Annually, ~~by October 15~~ not later than the September late start day, the collaborative decision making process shall be communicated to staff at each site.

39.4 In the collaborative decision making process the following elements will be evident:

39.4.1 At the outset of the process, the supervisor shall inform participants ~~should have a clear understanding~~ of the scope and sequence of the discussion and the manner in which the final decision will be made (collaborative, consultative or directive).

17. IMPLEMENTATION OF SENATE BILL 10-191. The parties agree that Article J regarding the Memorandum of Understanding - SB 10-191 Implementation shall be amended as follows:

The District and SVVEA agree that:

1. ~~No measures included in SB 10-191 will implemented in the district in 2011-12~~. Current practices of confidentiality of teacher files including, but not limited to evaluation and student test scores, shall continue.

The implementation of the Colorado Model Evaluation System for 2013-2014 shall hold non-probationary teachers harmless only for their 2013-2014 evaluation performance ratings as it relates to determining non-probationary status according to the provisions of SB 10-191.

2. The District and Association will engage in discussions during the ~~year of 2011-12 .~~ fall of 2013 to monitor changes to the ~~to examine potential changes to the~~ Collective Bargaining Agreement and develop proposed future changes to meet further requirements of ~~that may be compelled by~~ SB 10-191. The structure of these discussions will be determined mutually between the SVVEA President and the ~~Assistant~~ Superintendent ~~of Human Resources~~ or designee. The conclusions of these discussions will be jointly reported to the District and Association Bargaining Teams at the beginning of the negotiations for 2014-2015.

3. The District and Association will ~~continue to~~ facilitate these discussions ~~regarding performance evaluation components for principals and teachers of SB 10-191 with the Evaluation Task Force.~~ by forming an educators' effectiveness advisory review council consisting of SVVEA and SVVSD representatives.

Duties of said review council shall include, but not be limited to conducting a continuous evaluation as to the fairness, effectiveness, credibility, and professional quality of the licensed personnel performance evaluation system and developing the evaluation end of year review report in order to share information with staff and make recommendations for future changes, which shall be reported annually to the School District Personnel Evaluation Council (1338 Council). Such report shall also be provided to both the District and Association negotiations teams no later than January 15. Recommendations for change resulting from this report shall be included in the negotiations for 2014-2015.

~~4. The District and Association agree that Article 6, Supervision and Evaluation, Article 10, Transfers and Vacancies, Article 11, Provisions for Staffing Fluctuations and Staffing New Schools, and any other pertinent Articles with potential and timely SB 10-191 implications will be jointly open for negotiations beginning in the spring of 2012.~~

18. OTHER PROPOSALS/COUNTERPROPOSALS. The teams agree that all other proposals and/or counterproposals made by either team which is not specifically mentioned above have been withdrawn from consideration. All other provisions of the Agreement shall remain in full force and effect.

19. DATED. May 14, 2013.

ST. VRAIN VALLEY EDUCATION ASSOCIATION

By _____
Trip Merklein, President

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By _____
David Burnison, Spokesperson

Attachment: Salary Schedule

EXHIBIT A.

TEACHERS'S SALARY SCHEDULE

2013-14

Step	%	BA	%	BA+20	%	BA+40	%	MA	%	MA+20	%	MA+40	%	MA+60	%	Doctorate
1	1.00	$34,491	1.05	$36,216	1.10	$37,940	1.10	$37,940	1.15	$39,665	1.20	$41,389	1.25	$43,114	1.30	$44,838
2	1.05	$36,216	1.10	$37,940	1.15	$39,665	1.15	$39,665	1.20	$41,389	1.25	$43,114	1.30	$44,838	1.35	$46,563
3	1.10	$37,940	1.15	$39,665	1.20	$41,389	1.20	$41,389	1.25	$43,114	1.30	$44,838	1.35	$46,563	1.40	$48,287
4	1.15	$39,665	1.20	$41,389	1.25	$43,114	1.25	$43,114	1.30	$44,838	1.35	$46,563	1.40	$48,287	1.45	$50,012
5	1.20	$41,389	1.25	$43,114	1.30	$44,838	1.30	$44,838	1.35	$46,563	1.40	$48,287	1.45	$50,012	1.50	$51,737
6	1.25	$43,114	1.30	$44,838	1.35	$46,563	1.35	$46,563	1.40	$48,287	1.45	$50,012	1.50	$51,737	1.55	$53,461
7	1.30	$44,838	1.35	$46,563	1.40	$48,287	1.40	$48,287	1.45	$50,012	1.50	$51,737	1.55	$53,461	1.60	$55,186
8	1.35	$46,563	1.40	$48,287	1.45	$50,012	1.45	$50,012	1.50	$51,737	1.55	$53,461	1.60	$55,186	1.65	$56,910
9	1.40	$48,287	1.45	$50,012	1.50	$51,737	1.50	$51,737	1.55	$53,461	1.60	$55,186	1.65	$56,910	1.70	$58,635
10	1.45	$50,012	1.50	$51,737	1.55	$53,461	1.55	$53,461	1.60	$55,186	1.65	$56,910	1.70	$58,635	1.75	$60,359
11			1.55	$53,461	1.60	$55,186	1.60	$55,186	1.65	$56,910	1.70	$58,635	1.75	$60,359	1.80	$62,084
12			1.60	$55,186	1.65	$56,910	1.65	$56,910	1.70	$58,635	1.75	$60,359	1.80	$62,084	1.85	$63,808
13			1.65	$56,910	1.70	$58,635	1.70	$58,635	1.75	$60,359	1.80	$62,084	1.85	$63,808	1.90	$65,533
14			1.70	$58,635	1.75	$60,359	1.75	$60,359	1.80	$62,084	1.85	$63,808	1.90	$65,533	1.95	$67,257
15					1.80	$62,084	1.80	$62,084	1.85	$63,808	1.90	$65,533	1.95	$67,257	2.00	$68,982
16					1.85	$63,808	1.85	$63,808	1.90	$65,533	1.95	$67,257	2.00	$68,982	2.05	$70,707
17							1.90	$65,533	1.95	$67,257	2.00	$68,982	2.05	$70,707	2.10	$72,431
18							1.95	$67,257	2.00	$68,982	2.05	$70,707	2.10	$72,431	2.15	$74,156
19									2.05	$70,707	2.10	$72,431	2.15	$74,156	2.20	$75,880
20											2.15	$74,156	2.20	$75,880	2.25	$77,605
21															2.30	$79,329

The credit hours referred to on this Classroom Teachers' Salary Schedule are listed in semester hours (S.H.).

Salary schedule placement is governed by Appendix A of the Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-1J.

Horizontal Increments are awarded pursuant to Article 32 of the Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-1J and Board Policy GCB.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: John Creighton, President, Board of Education

SUBJECT: Approval of Revised Superintendent Contract

RECOMMENDATION

That the Board of Education approve the revised Superintendent contract.

BACKGROUND

The Board of Education recommends an increase in compensation for Dr. Don Haddad, based on his exceptional performance since taking the position of Superintendent. Dr. Haddad has declined pay increases for the past four years due to the economic conditions and cuts in education funding made by the State of Colorado. The compensation increase being recommended by the Board would be Dr. Haddad's first increase in compensation since accepting the Superintendent position on July 1, 2009.

Dr. Haddad's performance has far exceeded the Board's expectations and far surpasses that of his peers. Dr. Haddad is paid considerably less than his peers in Colorado but has requested that any increase in compensation be limited to that received by other St. Vrain employee groups.

REVISED RESTATED EMPLOYMENT AGREEMENT

1. PARTIES. The parties to this Restated Employment Agreement ("Agreement") are **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J** ("District") and **DONALD T. HADDAD** ("Employee").

2. RECITALS AND PURPOSE. The District's Board of Education ("Board") desires to ~~employ~~ retain Employee as the District's Superintendent, and Employee desires to accept such employment. On April 30, 2009, District and Employee entered into that certain Employment Agreement setting forth the terms and conditions of their employer-employee relationship ("Employment Agreement"). Subsequently, five separate Addenda were made to the Employment Agreement ("Addenda"). The Parties ~~now wish to~~ subsequently consolidated the changes made in the Addenda and incorporated them into ~~this~~ a Restated Employment Agreement dated _____2013, such that all the terms and conditions of the Addenda and the Employment Agreement ~~are~~ were contained within a single document. The parties now wish to revise the Restated Employment Agreement with respect to eliminating existing paragraph 4.5 regarding residency, amending paragraph 5.1 regarding base salary, and clarify paragraph 5.10 regarding automobile usage. Accordingly, the parties intend to ratify the Restated Agreement except as modified herein, as shown by ~~strikeouts~~ and newly inserted language.

3. TERM; EXTENSION; NON-DESIGNATION OF FUNDS. The term of this Agreement shall be from July 1, 2009 through June 30, 2017 ("Term"). Unless sooner terminated pursuant to paragraph 6 herein or unless extended by mutual agreement, the Termination Date shall be June 30, 2017.

3.1 This Agreement may be extended for one additional year by the parties executing a written addendum during the month of June of any year during the Term of this Agreement such extension to be on the then current terms and conditions unless modified by the addendum. Unless so extended, this Agreement shall automatically terminate on the Termination Date without any further action of the parties.

3.2 The District shall include in its budget and appropriations for fiscal year 2013-2014 sufficient funds to meet all of the financial obligations arising under this Agreement for such fiscal year, specifically including the financial commitment contained in paragraph 6.4, which amount of the obligation therein shall be separately designated in the District's reserves as an irrevocable multi-year financial obligation of the District pursuant to Article X, Section 20 of the Colorado Constitution through June 30, 2017.

4. PROFESSIONAL RESPONSIBILITIES. The Employee shall perform the usual and necessary duties and tasks of the superintendent of the District ("Superintendent"), subject to applicable law and the direction and control of the Board. Without limiting the generality of the preceding, such duties and tasks shall include the following matters:

4.1 Duties. The Employee shall have charge of the administration of the schools under and subject to the direction and approval of and in consultation with the Board and shall administer the District according to Board policy and the lawful requirements, directives, regulations, and guidelines of the Board acting in its official capacity. The Employee shall be the Superintendent; shall assign and direct administrators, teachers, and other employees of the District under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, subject to consultation with and the approval of the Board; shall timely suggest policies, regulations, rules, and procedures deemed necessary for the best

operations of the District; and shall, in general, perform all duties incident to the office of Superintendent and such other duties as may be lawfully prescribed by the Board. The Employee shall exercise vision and leadership; and shall guide the development of the educational needs of all pupils and shall provide overall direction to the activities of the District and its personnel toward the accomplishment of District goals, conservation of District assets and resources, and maintenance and enhancement of the District's standing in its internal and external relationships.

4.2 Services. This Agreement is intended by the parties to be a full-time contract and the Employee shall devote his attention to the functions of superintendent at all times during the Term. It is not contemplated that the Employee will ordinarily perform services on weekends or legal holidays. However, it is intended that the Employee shall remain available on such days to meet the responsibilities of Superintendent on such occasions as are necessary.

4.3 Relationship to Board. The Board shall promptly refer to Employee for study, recommendation or appropriate action, all minor criticisms, complaints, and suggestions (that are not subject to the provisions of paragraph 7 herein and that are called to its attention) prior to the Board formally responding to such criticism, complaint or suggestion unless the Board determines that the welfare of the District, its students or its staff requires immediate action inconsistent with this provision. Nevertheless, the Board shall not direct any individual District employee to take action or refrain from taking any action regarding such criticism, complaint or suggestion without first involving the Employee regarding such matter. Employee shall have the obligation, unless excused, to attend all Board meetings. Subject to the requirements of Colorado law, the Board shall have the option to meet without the Employee being present.

4.4 Outside Activities. Participation in outside activities by the Employee, such as consulting, lecturing, and writing, shall be subject to advance approval by the Board in its reasonable discretion. Income to the Employee, as compensation or *honoraria*, above documented expenses, shall be transferred to the District unless the Employee chooses to use vacation or personal leave to perform the outside activities, in which case the Employee may retain such compensation or honoraria. In no event shall the District be responsible for any expenses attendant to the performance of such outside activities unless approved in advance by the Board or otherwise eligible for expense reimbursement under paragraph 5.11 of this Agreement.

4.5 The following paragraph is hereby deleted in its entirety: ~~**Residence within District.** Employee shall establish a residence within the District's boundaries as soon as is reasonably possible after the Employee's youngest child graduates from high school within the district of current attendance, unless such time period is extended by the Board for good cause shown. No moving expenses or reimbursements shall be paid to Employee~~.

4.6 Incorporation of Laws. Notwithstanding and not as a modification of any other reference herein, this Agreement is subject to and includes all applicable laws of the federal and state governments and all duly-adopted policies, procedures and regulations of the District as are in effect or become in effect during the Term of this Agreement; and the Board specifically reserves the right to change such policies, procedures and regulations at any time without prior notice; provided, however, such changes shall not adversely affect the Term, salary, fringe benefits, or termination provisions of this Agreement during its Term.

5. COMPENSATION. As total compensation for the services rendered to the District pursuant to this Agreement, the District shall pay and provide the following to Employee:

5.1 Salary. Effective July 1, ~~2009~~2013 , the District shall pay Employee an annual salary of ~~$175,000.00~~, $199,500 payable in arrears in equal installments on the District's regular pay day. Deductions authorized by law, by Board policy, or at the direction of the Employee may be made from the installments of salary. Effective October 10. 2012, the amount of the cost differential between the District's premium for "employee only" health and dental insurance and the cost of the "employee and family" premium for such insurance, calculated as of the date of the District's conversion to its self insured plans, shall be added to Employee's base salary in consideration of his loss of such additional benefit due to applicable federal regulations. ~~Notwithstanding the fact that Employee's evaluation and performance review would have resulted in additional compensation, but solely in recognition of the decreased educational funding by the state and the District's financial condition, the Employee has waived any adjustments to salary subsequent to 2009 through the date of the execution of this Restated Employment Agreement.~~ The Board of Education believes that much more significant compensation is warranted based on the Employee's performance in its own right, as well as in comparison to the performance of peers. The Employee has requested that additional compensation be limited to salary adjustments received by other employee groups within the District.

5.2 Vacation. Within the Employee's work year of 260 work days, he shall be entitled to twenty (20) work days of annual vacation, exclusive of eleven (11) legal holidays as established by the Board. **Attachment A** sets forth the current legal holidays. Vacation days accumulated but not used at the end of each Agreement year may be carried over; provided, however, that the total accumulation may not exceed fifty (50) work days. Employee shall be compensated for unused accumulated vacation days only upon termination of the Employee's employment with the District, and shall be compensated at the *per diem* salary rate in effect at the time of such termination (then current annual salary divided by 260 days). Vacation leave is accrued proportionately to the time of service in any given year but the entire twenty (20) work days may be utilized at any time during the year, subject to reimbursement to the District if vacation leave is taken in excess of the proportion finally accrued. Vacation shall be taken at such times as agreed upon by the Board and Employee; provided, however, that the Board shall not unreasonably withhold its agreement.

5.3 Sick Leave. The Employee shall accrue sick leave at the rate of one (1) day per month during the Term of this Agreement commencing upon the effective date of this Agreement. Unused sick leave may be accumulated up to no more than ninety (90) days, but shall not be paid or otherwise compensated upon termination or expiration of this Agreement. Sick leave is accrued proportionately to the time of service in any given year, but the entire yearly allowance may be utilized at any time during the year, subject to reimbursement to the District if leave is taken in excess of the proportion finally accrued.

5.4 Personal Leave. Employee shall receive up to two (2) personal leave days annually to attend to matters of emergency or special nature not covered by sick or vacation leave. Unused personal leave shall automatically be converted to accumulated sick leave at the end of each year of this Agreement.

5.5 Memberships. The District shall pay the annual dues and fees for the Employee to maintain membership in such professional organizations and local service clubs, business, or civic groups as are reasonably approved by the Board.

5.6 Insurance. The District shall pay the same premiums for health and dental

insurance for Employee as the District pays for all other employees under the District's then current plans. If the Employee declines coverage under the District's health plan, Employee shall provide the District with a copy of a certificate of coverage from another health care plan or provider. The Employee shall also be provided with standard group term life insurance in a multiple of 1.5 of his annual base salary, and long-term disability insurance in amounts and under the policies carried or sponsored by the District, with such coverages being paid for entirely by the District.

5.7 Annual Physical. Employee agrees to have an annual comprehensive medical examination by a physician selected by the District, or, at the option of the Board, by a physician selected by Employee and approved by the Board. The summary report of any such medical examination shall be provided to the President of the Board. In the event that such report discloses a medical condition which could adversely affect Employee's job performance, the President may share such report with the Board. Such report shall be treated as confidential by the President and by the Board if disclosed to the Board. The cost of any such medical examination shall be paid by the District up to a maximum of $400.00 per examination.

5.8 Professional Meetings. Employee may attend appropriate professional meetings at the local, state, and national level, the reasonable expenses of which shall be paid by the District, subject to prior consultation with the Board.

5.9 Professional Development. Upon prior approval by the Board and as authorized within the District's budget, the District shall reimburse the costs and expenses for the Employee to continue his professional development by participation in the following types of activities that are designed to improve the Employee's ability to perform professional responsibilities for the District: programs and other activities conducted or sponsored by local, state, and national school administrators and school board associations; seminars and courses offered by public or private educational institutions; and informational meetings with other persons of particular skills or backgrounds.

5.10 Automobile. Employee shall be provided access to and use of a District fleet vehicle ~~his own personal automobile and will pay any expenses incurred in operating such automobile~~ while on District business. The District shall not reimburse the Employee for mileage for travel incurred by the Employee in the performance of his duties under this Agreement, except for travel outside of the District's legal boundaries for which he shall be reimbursed pursuant to paragraph 5.11.

5.11 Expense Reimbursement. The District shall reimburse Employee for reasonable expenses necessarily incurred in carrying out duties and responsibilities hereunder, subject to compliance with District guidelines and the submission of paid receipts for expenditures that are within amounts actually budgeted and appropriated therefore.

5.12 No Other Benefits. Other than as specifically included in this Agreement, Employee shall not be entitled to other benefits, whether or not applicable to the District's full-time administrative staff or other employees.

6. TERMINATION OF AGREEMENT. Notwithstanding the provisions of paragraph 3, and in addition to termination due to non-appropriation pursuant to paragraph 3.2, this Agreement may be terminated upon any one or more of the following events:

6.1 Mutual Agreement. This Contract may be terminated by mutual agreement of the

parties.

6.2 Disability of Employee. The Board may terminate this Agreement by written notice to the Employee at any time after the Employee has exhausted all accumulated sick leave and has been absent from his employment for whatever cause for an additional continuous period of thirty (30) days (notwithstanding such additional period may be paid leave chargeable as vacation leave). All obligations of the District under this Agreement shall cease upon such termination. If a question exists concerning the ability of the Employee to perform the essential functions of his position with reasonable accommodation, the District may require the Employee to submit to a medical examination, to be performed by a medical doctor. The District and the Employee shall mutually agree upon the physician who shall conduct the examination. If the parties are unable to mutually agree upon a physician, a physician shall be designated by the Board President. The examination shall be performed at the expense of the District. The physician shall limit the report to the issue of whether the Employee has a continuing physical or mental disability that prohibits him from performing the essential functions of his position.

6.3 Termination for Cause. Throughout the Term of this Agreement, the Employee shall be subject to termination for good and just cause, which includes, but is not limited to, a material breach of this Agreement. The Board shall not arbitrarily and capriciously call for the termination of the Employee's employment. In the event the Board believes that it has cause for dismissal as defined herein, it shall give the Employee advance written notice of the charges, a summary of the evidence and copies of any documents in support of the charges, reasonable advance notice of a hearing, and a hearing that satisfies the requirements of due process before the Board or, at either party's option, before an independent fact-finder selected in the manner provided for in. § 22-63-302(4), C.R.S. The hearing may be closed at the option of either party. The role of any fact-finder shall be limited to compiling a record and making advisory findings of evidentiary fact for the Board's consideration. The Board's decision shall be based upon the record compiled by the fact-finder, including the testimony and exhibits presented at the hearing. Each party shall be responsible for its respective legal and other expenses which that party may incur in this process unless it is determined by the Board or the fact-finder that the allegations lacked substantial justification, and in which event, the Board shall reimburse Employee for his reasonable attorneys fees and costs incurred in defending against such allegations. In the event of a dismissal for cause hereunder, Employee shall not be entitled to any severance pay, salary, or benefits (except for payment for accrued but unused vacation leave) beyond the effective date of his termination of employment, and the District shall be relieved from further obligations under this Agreement.

6.4 Unilateral Termination by District. The Board may unilaterally terminate this Agreement before the expiration of the Term specified in paragraph 3 (or any Board approved extensions thereof) without the necessity of showing good and just cause, or any cause, upon payment of a severance payment in the amount of the remaining salary due to Employee under paragraph 5.1 for the remainder of the Term (or any Board approved extensions thereof) of this Agreement but not to exceed two full years' salary, plus fringe benefits due to the Employee under paragraphs 5.2 and 5.4, from the effective date of the termination, such benefits to be paid at the then current rate, plus the value of any accrued leaves that Employee has remaining in his leave accounts (as of the effective date of the termination) under the provisions of paragraphs 5.2 and 5.4.

6.5 Death of the Employee. This Agreement shall automatically terminate upon the death of the Employee.

6.6 Unilateral Termination by Employee. The Employee may unilaterally terminate this Agreement only upon ninety days (90) prior written notice to the Board, during which period the Employee shall continue to perform his obligations to the District unless otherwise excused by the Board. In the event the Employee fails to provide the required notice and perform his duties during the notice period, he shall be obligated to pay liquidated damages to the District in the manner provided in § 22-63-202(2), C.R.S. which the parties agree shall be a part of this Agreement, except that the required notice in such statute shall be ninety (90) days.

6.7 Loss of License. This Agreement shall automatically terminate upon the occurrence of any of the events set forth in paragraph 10 regarding licensure.

7. SUSPENSION OF EMPLOYEE. The Board may, at any time, suspend the Employee with pay and benefits and without prejudice for such purposes and period of time as the Board deems to be in the best interest of the District. Before any such suspension, the Employee shall be notified in writing by the Board President, or his or her designee, of the proposed reasons for the suspension, including the specific named originator of the reasons, allegations, or complaints that was the basis for the suspension, and shall be given an opportunity to meet with the Board to respond to those reasons and any evidence in support of those reasons prior to the suspension. However, the Board may in the event of exigent circumstances suspend the Employee without prior written notice, in which case the Board President, or his or her designee, will provide the written notice required hereunder and the meeting shall be held as soon as practicable after the suspension.

8. GOALS AND OBJECTIVES. Prior to May 1 of each year of the Term of this Agreement, the Board shall meet with Employee to establish mutually agreeable District goals and objectives and Employee personal goals for the ensuing school year. These goals and objectives shall be reduced to writing and shall be among the criteria by which Employee is evaluated as provided herein.

9. EVALUATION. The Board shall, as a minimum, meet twice with the Employee during the year, either as a separate meeting or part of a regular meeting as follows:

9.1 The parties shall meet on or before February 1 during each year of the Term of this Agreement, and at such other times as the parties may agree, to informally discuss progress on the established District goals and objectives, the Employee's personal goals, and to review how the relationship between the parties is proceeding. Such meeting shall also include a discussion of the potential for the Employee to continue in the position after the initial or any subsequent extended Term of this Agreement.

9.2 The Board will annually evaluate and assess in writing the performance of the Employee pursuant to any applicable District evaluation procedures and state law. The written evaluation shall include strengths and weaknesses, assessment of the District goals and objectives, and may include suggestions or an action plan addressing any major concerns as determined by the Board. Following the conclusion of the annual evaluation, the Board and the Employee shall meet prior to September 30 of each year of the Term of this Agreement for purpose of conducting and discussing the formal performance evaluation of the Employee. Following this meeting, the Board shall consider whether a salary adjustment shall be made, and such adjustment, if any, shall be effective July 1 of that year.

9.3 Except as otherwise provided by law, at the Employee's or the Board's request, the meetings provided for herein will be held in executive session.

9.4 Nothing in this evaluation section shall be deemed to be a prerequisite to or

condition of dismissal, termination or other personnel action except as otherwise provided herein.

9.5 Pursuant to §22-9-109, C.R.S., the written evaluation document shall be open for inspection by the public only in so far as it relates to the performance of the Employee as the District's Superintendent in fulfilling the adopted District objectives, fiscal management, planning responsibilities, and his supervision and evaluation of District personnel.

10. LICENSURE. This Agreement shall at all times be subject to the requirements that Employee shall hold or be entitled to hold a valid administrator's license issued by the State of Colorado, and that during the entire time Employee performs services pursuant to this Agreement, Employee shall hold or be entitled to hold such a license issued in the manner prescribed by law, and upon failure of Employee to meet any of these requirements, this Agreement, without further action by either the Board or Employee, is automatically terminated.

11. RETURN OF DISTRICT PROPERTY. Upon the effective date of the termination of this employment by the District, for whatever reason, Employee agrees to leave and/or return to the District, as may be applicable, all District property and records, including, but not limited to, files, keys, documents, records, notebooks, computer disks and similar repositories of information, all electronic devices (including laptop computers, pagers, telephones, etc.) provided by the District, and files, if any, maintained by Employee at a location other than the District offices which contain copies and/or originals of documents which, in any manner, pertain to District personnel, business, matters, or affairs, whether prepared by him or by others, and in the possession of Employee.

12. PROFESSIONAL LIABILITY.

12.1 Hold Harmless. The District agrees that, to the extent it can legally do so, it shall defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demand, claims, suits, actions, or legal proceedings brought against Employee by or on behalf of the District, and any criminal proceedings brought against Employee), in his individual capacity or in his official capacity as an agent and an employee of the District, provided the incident giving rise to the claim arose while Employee was acting during the performance of his duties and within the scope of his employment and not willfully or wantonly.

12.2 Provision of a Defense. The obligations of the District pursuant to this paragraph 12 *shall* be conditioned on prompt notification to the District by Employee of any threatened or reasonably contemplated claim; cooperation by Employee with the District and its legal counsel in defending the claim; and Employee not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express prior consent of the Board.

12.3 Reimbursement. In the event the District has provided a defense pursuant to this paragraph 12, and a court or other decision making body having jurisdiction over the matter determines that the act or omission of Employee that has resulted in liability did not occur during the performance of his duties hereunder and within the scope of his employment or that the act or omission was willful or wanton, Employee shall reimburse the District for all costs of such defense and any final judgment paid on his behalf by the District.

12.4 No Individual Liability. In no event shall Board members be individually or collectively liable or responsible to Employee for defending or indemnifying Employee

against such demands, claims, suits, actions, and legal proceedings where such obligation would not otherwise exist.

13. ASSIGNMENT. This Agreement is personal to Employee and shall not be assigned or delegated by him to any other person or entity.

14. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives.

15. SEVERABILITY. If any provision of this Agreement is declared by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

16. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

17. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

18. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

19. SUPERSEDING AGREEMENT; INTEGRATION AND AMENDMENT. This Revised Restated Agreement supersedes all prior employment agreements between the parties. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

20. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of his or its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore if such dispute or claim is not settled through mediation, then either party may initiate a civil action and/or pursue such other remedies as may be available at law or in equity.

21. GOVERNING LAW. This Agreement shall be governed by the laws of Colorado.

DATED. _____, 2013.

_____

Donald T. Haddad, Employee

_____

_____

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By_____

President of the Board of Education
395 South Pratt Parkway
Longmont, Colorado 80501

ATTEST:

_____

Secretary of the Board of Education

ATTACHMENT A

Legal Holidays

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
July 4th – Independence Day
Labor Day
Thanksgiving Day and the Friday following Thanksgiving Day
December 24
December 25
December 31

Where a paid holiday falls on a Saturday or Sunday, the Employee may elect to take either the preceding Friday or the following Monday as the designated paid holiday.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Appointment of Longmont High School Assistant Principal

RECOMMENDATION

That the Board of Education approve the appointment of Mr. Jeffrey McMurry as Assistant Principal of Longmont High School, effective August 1, 2013.

BACKGROUND

Mr. McMurry earned his Bachelor of Science degree in Business Administration/ Accounting from Rowan University and his first Master of Arts in Comprehensive Business Education from Montclair State University. He received a Master of Science in Educational Administration from the University of Scranton. He has leadership experiences in private sector business in the financial industry. His teaching experience includes assignments in Business Education with Advanced Standing at the high school level in Belleville Schools and Livingston Schools in New Jersey.

He is excited for this new leadership opportunity at Longmont High School. He looks forward to making the move to Colorado and the transition to this new leadership role in school administration.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Administrative Position Change-Kahle Charles

RECOMMENDATION

That the Board of Education approve the administrative position change of Mr. Kahle Charles from Director, Curriculum to Executive Director, Curriculum, effective July 1, 2013.

BACKGROUND

The recommendation to change this administrative position is being made as part of a Cabinet-level realignment of positions due to increased responsibilities and added supervisory assignments consistent with the Executive Director role.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Administrative Position Change-Tori Teague

RECOMMENDATION

That the Board of Education approve the administrative position change of Ms. Tori Teague from Executive Director, Assessment/Curriculum to Assistant Superintendent, Assessment/Curriculum, effective July 1, 2013.

BACKGROUND

The recommendation to change this administrative position is being made as part of a Cabinet-level realignment of positions due to increased responsibilities and added supervisory assignments consistent with the Assistant Superintendent role.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Fuel Purchases for the 2013 -2014 School Year

RECOMMENDATION

That the Board of Education approve the purchase of fuel for the 2013 - 2014 school year and further authorize Rick Ring, Chief Operations Officer, to sign appropriate paperwork.

BACKGROUND

The cost of the fuel is determined with the MAPO bid with Arapahoe County, which is not updated at this time. Upon finalization of the bid, the information will be sent to the Board with the new bid number and dates. The funds to purchase fuel are budgeted in the General Fund. The estimated amount for fuel for the year will be approximately $1,200,000.00 based on fuel pricing. This is the same agreement the District has been using for fuel in past years.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Call for Nominations

RECOMMENDATION

That the Board of Education approve the Call for Nominations as follows:

CALL FOR NOMINATIONS FOR SCHOOL DIRECTORS
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
BOULDER, LARIMER, WELD COUNTIES, AND
THE CITY AND COUNTY OF BROOMFIELD, COLORADO

The Board of Education of the St. Vrain Valley School District in the Counties of Boulder, Larimer and Weld, and the City and County of Broomfield, State of Colorado, calls for nomination of candidates for school directors to be placed on the ballot for the regular biennial school election to be held on Tuesday, November 5, 2013.

At this election, four directors will be elected representing Director Districts A for a two-year term, and Director Districts B, D and F for four-year terms. To be qualified, a candidate must have been a registered elector and a resident of the school district for at least twelve consecutive months before the election, and a resident of the director district which will be represented. A person is ineligible to run for school director if he or she has been convicted of committing a sexual offense against a child.

A person who desires to be a candidate for school director shall file a notice of intention to be a candidate and a nomination petition in accordance with law.

Both the Nomination Petition and the Intent to Become Candidate Forms are available from the Secretary to the Board in the Office of the Board of Education at the Educational Services Center, 395 South Pratt Parkway, Longmont, Colorado, 80501, from 8:00 a.m. to 3:30 p.m. Monday through Friday, August 7-30, 2013.

Completed Nomination Petitions and Intent to Become Candidate Forms must be returned to the Secretary to the Board of Education no later than 3:30 p.m. on August 30, 2013.

IN WITNESS WHEREOF, the Board of Education of the St. Vrain Valley School District RE-1J, in the Counties of Boulder, Larimer and Weld, and the City and County of Broomfield in the State of Colorado, will cause this call for nominations to be published on the 7th day of August, 2013.

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Introduction, Policy/Regulation DLB – Retirement Plans; and DLB-R – Retirement Plans

PURPOSE

To provide the Board of Education with proposed revisions to Policy/Regulation DLB – Retirement Plans; and DLB-R – Retirement Plans.

BACKGROUND

After an extensive process of review and analysis of the optional retirement offerings provided by the District to its employees, the St. Vrain Valley School District Retirement Committee recommends freezing the District's existing 403(b) and 457(b) retirement plans, resulting in no new additional participants or contracts being added to the plan. Existing participants may continue contributing to their established retirement accounts. In the future, any employees who wish to participate in a deferred compensation retirement savings plan may enroll in the Colorado PERAPlus 401(k) or 457(b) plans offered by Colorado PERA. The benefits of making this change include:

1. Significantly reduced fees for participants, enabling their retirement savings to grow more quickly;
2. Clear, consistent communication and education, encouraging and enabling employees to take ownership of their retirement outlook;
3. Reduced administration and oversight, increasing efficiency and streamlining the District's ability to offer optional retirement solutions to employees.

Board Policy DLB and DLB-R have to do with the District Retirement Plan offerings. This new language reflects the changes the Retirement Committee is recommending. A report summarizing the Retirement Committee's process is also attached.

ST. VRAIN VALLEY SCHOOLS
academic excellence by design

SVVSD Optional Retirement Plans
Transition Summary Report

June 12, 2013

- Since 2011, SVVSD Financial Services has been exploring solutions to address various concerns surrounding the District's 403(b) and 457(b) optional retirement plan offerings to District Employees, including:
    - Lack of oversight and tracking of offerings, products, and fees imposed on employees by multiple providers
    - Methodology and suitability of sales and marketing of retirement products to employees by providers
    - How to evaluate the performance of existing providers
    - How to handle complaints against providers
    - How to fairly evaluate potential new 403(b) or 457(b) providers
    - How to improve participation and education for Employees in the plan(s)
    - Ensuring compliance with IRS regulations and other laws

- During the summer of 2012, Financial Services retained a fee-based independent financial services plan consultant, Innovest Portfolio Solutions, LLC. to assist the District with addressing these issues.

- In September 2012, at the recommendation of Innovest, a retirement committee was assembled that was tasked with directing the future of the retirement plan offerings of the District. The members of this committee who participated in the entire process are:
    - Tony Whiteley, District Accountant, Financial Services (Plan Administrator)
    - Jim Berthold, Lead Driver, Transportation
    - Kristen England, Secretary, Heritage Middle School
    - Trip Merklein, President, SVVEA
    - Eric Ottem, Assistant Principal, Silver Creek High School
    - Kathleen Vanbuskirk, Secretary, Longmont High
    - Terry Schueler, Chief Financial Officer
    - Linda Lohmann, Administrative Assistant to the Superintendent

- The Retirement Committee first met on September 20, 2012, and has met nine times since then. Meeting agendas included:
    - Education of committee on current environment, fiduciary duty, and oversight responsibilities

- Analysis of fees of providers in plans offered by SVVSD
- Employee survey design and results regarding optional retirement plans
- Discussion on ideal plan design/environment for SVVSD
- Decision to go out for RFP to solicit new providers
- Evaluation of RFP and responses
- RFP discussion and analysis, vendor presentations
- Evaluation of Colorado PERA optional retirement plan offerings
- Decision on course of action and Board of Education recommendation

- On May 14, 2013, after a considerable amount of time and energy, the Retirement Committee voted 7-1 on a final recommendation. The committee recommends that the District's existing 403(b) and 457(b) plans be "frozen," resulting in no new additional participants or contracts being added to the plan going forward. Existing participants may continue contributing to their established retirement accounts. In the future, any employees who wish to participate in a deferred compensation retirement savings plan may enroll in the Colorado PERAPlus 401(k) or 457(b) plans. The benefits of taking this course of action include the following:
    - PERAPlus is the lowest-cost optional retirement savings plan for Employees
    - Clear, consistent education by a single organization—education meetings are coordinated by the District but provided by PERA at no cost
    - Reduced fiduciary responsibility by SVVSD and the Retirement Committee
    - Removed need to retain portfolio consultant for plan/investment oversight
    - Reduced administrative and compliance burden on the Financial Services Department
    - Removed sales culture surrounding District retirement plan offerings
    - Least disruptive option to existing participants; old plan will eventually phase-out through attrition

- It is recommended that the existing 403(b) and 457(b) plans be frozen as soon as is practicable. The District already affords Employees access to the PERAPlus 401(k) plan, and has taken steps to establish affiliation with the PERAPlus 457(b) plan. Communication and implementation strategies include:
    - Letters to all existing providers ensuring they are aware of the change and to confirm their intent to continue servicing their existing participants
    - District-wide e-mails, Leadership Updates, and meeting agenda items in various groups to communicate changes to employees
    - District retirement plan website updates and direct e-mails
    - Scheduling of regular PERA optional retirement plan meetings for education and communication
    - Additional PERA enrollment information to be included in new-hire packets

Retirement Plans

The District shall participate in, and contribute to, the Public Employees Retirement Association's defined benefit plan for all eligible employees as determined by PERA regulations and applicable state statutes.

In support of employees who wish to establish voluntary additional ~~a~~tax-deferred retirement ~~program~~savings, effective July 1, 2013, the District shall participate~~maintain one or more qualified retirement plans pursuant to the Internal Revenue Code (IRC) of 1986, as amended. Such plans may include tax-sheltered annuities and custodial accounts pursuant to IRC Section 403(b) (including a qualified Roth contribution program), deferred compensation plan pursuant to IRC Section 457, and/or cash or deferred arrangement pursuant to IRC Section 401(k).~~ in the PERAPlus 401(k) and 457(b) defined contribution plans offered by the Public Employee's Retirement Association of Colorado (PERA).

The Chief Financial Officer, or designee, shall be authorized to arrange with ~~designated companies/vendors~~PERA to provide ~~one or more of~~ the above referenced plans to employees and to execute all applications and/or other necessary documents on behalf of the District as employer.

Employees choosing to participate in one or more of the offered voluntary plans must complete a written salary reduction agreement authorizing the District to reduce their compensation and have that amount contributed to ~~the appropriate vendor~~PERA, as directed. The District shall continue such payments during the continued employment of any employee until the employee terminates their participation in writing to the District's Payroll Department.

As of July 1, 2013, the District will maintain its existing District-sponsored non-PERA 403(b) and 457(b) plans with participation limited to existing employees actively participating in and contributing to either or both of these plans as of June 30, 2013. All new employees with an effective hiring date of July 1, 2013 or thereafter shall participate only in the PERAPlus 401(k) and 457(b) plans on a voluntary basis.

Adopted July 16, 1968
Revised April 25, 1984
Revised October 23, 1991
Revised October 12, 2005
Revised December 10, 2008

Retirement Plans

1. Currently, the District participates in the Public Employee's Retirement Association of Colorado (PERA) defined benefit plan, and effective July 1, 2013, its 401(k) and 457(b) PERAPlus-defined contribution plans for employees who wish to participate in such plans on a voluntary "no-matching" contribution basis. Such plans fall under the fiduciary and decision-making jurisdiction of the Colorado PERA Board of Trustees. ~~The District will approve no more than six companies (Vendors and Service Providers) to provide (Providers) the retirement program options included in Policy DLB. If any existing Provider needs to be replaced for any reason, the Chief Financial Officer will seek interested Providers as necessary. The Provider must write a letter to the Chief Financial Officer outlining the investment program and requesting Board approval for the company. Upon recommendation of the Chief Financial Officer, the Superintendent will prepare a Board resolution approving the Provider. The Provider and the investment program are voted upon by the Board.~~

~~2. The Provider must offer programs which qualify under the appropriate provisions of the Internal Revenue Code of 1986, as amended.~~

~~3. Employees may utilize any Provider on the District's current participating Provider list. Employees that have investments with any Provider that is dropped from the list of approved Providers may choose to leave their investments with the Provider, or transfer their account(s) to another Provider on the District's list. All Providers who are on the current Provider list may continue to provide retirement plan products to plan participants, providing that they comply with all District requirements for the plan(s), and provided further that they have current commitments with at least 10 District employees. If a new Provider is to be added to the approved list, they must demonstrate that 10 or more District employees intend to work with them. Providers are removed from the list when: the number of District clients drops below 10 employees; when a Provider fails to comply with the District's Service Provider Agreement; when a Provider fails to cooperate with requests for assistance or information from the District; or when a Provider fails to comply with the employee solicitation guidelines or any other District policy.~~

~~4. Providers with District employees enrolled in a tax sheltered investment program which no longer meets the criteria outlined herein, (a) must stop writing new business, (b) cannot increase the dollar amount of current monthly investment elections, (c) must continue to service all business in force, and (d) must discuss with the District all areas of deficiency.~~

~~5. A new employee entering the District with a retirement investment contract from a Provider not on the District's current participating Provider list will not have the option of continuing that contract.~~

~~6. Each Provider will keep current with the District a list of the state-qualified and NASD-licensed representatives for all dealings with the District.~~

~~7. The District shall permit Providers to distribute enrollment information packets to the school mailboxes with the advance, written approval of the Chief Financial Officer, or designee, but not requiring the assistance of school personnel. Employees will not provide access to confidential school directory information. Providers will not be allowed access to confidential school directory information. No business may be conducted during the school day on school premises.~~

2~~8~~. All benefited employees ~~may~~shall participate in the PERA defined benefit plan and may voluntarily enroll in either~~one~~ or both ~~more District sponsored~~ of the PERA-affiliated 401(k) and 457(b) defined contribution retirement plans~~; however, only one 403(b), one 401(k), and one 457 Provider may be selected for salary reduction~~.

3~~9~~. All participating employees must sign the District's Salary Reduction Agreement form. Any employee who works variable hours or who does not have a regular monthly paycheck must designate their salary reduction amount as a percentage of their gross pay, and may not designate a flat dollar amount.

4~~10~~. Employees may enroll or cease salary reductions to ~~any~~either voluntary defined contribution retirement plans at any time by giving written notice to the Payroll ~~Office~~ Department no later than the 10th of the month to be effective in the current pay period, subject to plan restrictions.

~~11. Providers may be assessed a fee by the District. The amount of the fee will be determined by the Chief Financial Officer, or designee, to defer costs of monitoring and testing eligibility.~~

5~~12~~. Deferments may only be made from compensation, must be made through a payroll deduction, and must be in accordance with IRS regulations.

6~~13~~. The District does not endorse any Provider, plan, fund group, or investment instrument~~, nor has the District undertaken any investigations regarding the soundness of any Provider, fund group, or investment offered~~. Investments of funds placed into the voluntary defined contribution plans are made at the sole risk and discretion of the employee, and~~,~~ the District assumes no liability or fiduciary responsibility for the selection or performance of such investments.

7~~14~~. The District has the discretion to apply and enforce the IRS approved guidelines for salary reduction contributions. The District's determination of any issue that may arise under these regulations or the plan shall be final and binding on the employee and/or the employee's Provider.

8. As of July 1, 2013, per IRS Treas. Reg. 1.403(b)-10(a), the District will "freeze" all employees' existing 403(b) and 457(b) plans affiliated with non-PERA providers. The District will maintain all such existing 403(b) and 457(b) non-PERA provider plans after such date; provided, however, that participation in those plans will be limited to existing employees actively participating in and contributing to either or both of these plans as of June 30, 2013. After June 30, 2013:

   a. Any approved SVVSD 403(b) or 457(b) providers servicing these plans may continue to accept pre- or post-tax contributions to retirement accounts from existing, actively contributing participants through an SVVSD payroll deduction.

   b. No new participants may enroll in these plans.

   c. No new providers will be approved to service these plans.

   d. No new contracts will be permitted.

   e. No contract exchanges will be permitted.

   f. Salary reduction agreements for existing plan participants will be limited to "changes" and "stops". No "new" agreements will be permitted for these plans.

   g. Hardship withdrawals will be permitted in accordance with IRS guidelines and subject to the restrictions in the plan documents, but will trigger the cessation of contributions.

   h. Once a participant ceases contributing to an SVVSD 403(b) or 457(b) plan for any reason, he or she may not resume contributions to that plan.

   i. All Providers must offer programs which qualify under the appropriate provisions of the Internal Revenue Code of 1986, as amended.

   j. A new employee entering the District with a prior retirement investment contract will not have the option of continuing contributions to that contract through payroll deductions.

   k. Each Provider will keep current with the District a list of the state-qualified and NASD-licensed representatives for all dealings with the District.

~~15~~ l. The Provider must agree to furnish its own hold harmless agreement for the District's approval or, in the absence of a formal hold harmless agreement provided by the Provider, the Provider agrees to hold the Board, the District and the District's employees harmless from any action growing out of tax sheltered investment payroll deductions and commenced by any employee against the Board and/or District provided the information supplied the Provider by the District is accurate and complete.

Approved July 16, 1968
Revised June 25, 1974
Revised May 9, 1984
Revised October 23, 1991
Revised February 14, 2001
Revised October 12, 2005
Revised December 10, 2008

St. Vrain Valley School District RE-1J, Longmont, Colorado

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Introduction, Board Policy FB-R, Long-Range Facilities Planning Committee

PURPOSE

For the Board of Education to review proposed changes to Board Policy FB-R Long-Range Facilities Planning Committee.

BACKGROUND

The Long-Range Facility Planning Committee has been an integral part of assisting the Planning Department in reviewing boundary changes, enrollment projections, housing development referrals and long-range comprehensive planning. The proposed changes reiterate that role of providing assistance to the Planning Department and also reflect the existing practices in the administration of the committee, its meetings and membership.

Long -Range Facilities Planning Committee

(By-~~l~~Laws)

ARTICLE I: Name

The name of this committee shall be the ~~l~~Long -~~r~~Range ~~f~~Facilities ~~p~~Planning ~~c~~Committee.

ARTICLE II: Purpose

The purpose of the C~~c~~ommittee is to provide on-going review of the facility planning function of the St. Vrain Valley School District, to advise the ~~superintendent~~Planning Department on matters pertaining to facility planning by the ~~d~~District, and to gather ideas to facilitate planning within the District. Specific activities may include analyzing attendance boundaries, assisting in developing enrollment projections, reviewing comprehensive planning for future sites and schools, and the review of development impacts on existing schools.

ARTICLE III: Membership

1. Representation

The membership of the C~~c~~ommittee shall be representative of all characteristics of the St. Vrain Valley School District and its patrons. Such characteristics shall include without limitation social, economic, ethnic, geographic, age and race and patrons with and without school-aged children.

2. Number of Members and Sources of Appointments

The C~~c~~ommittee shall consist of 7-11 representatives from the St. Vrain Valley School District area. The Planning Department will draw membership from the attendance areas of the District middle school areas, a principal from a SVVSD school, and also include planning liaisons from Longmont and other local communities as needed~~one Board of Education liaison representative, one elementary principal and one secondary principal, and members of the community, one from each middle school or middle/senior high school attendance area and three (3) at-large members~~. All members will be voting members.

~~**3. Sources of Appointment**~~

~~a. The superintendent shall appoint members who reside, one each, within the geographic limits of the attendance area of each of the middle schools and middle/high schools within the district.~~

~~b. One member, appointed by the superintendent, shall be a representative from a governmental planning agency within the district.~~

~~c. Three members, appointed by the superintendent, shall be selected as at-large members. Such members shall reside within the district.~~

~~d. The Board liaison representative shall be appointed by the president of the Board.~~

~~e. The principal liaison representatives shall be appointed by the superintendent.~~

~~4~~3. Appointment Process

The Planning Department may utilize the District website and other means of outreach including parent teacher organizations to recruit members. An application for membership is available in the District Planning Office. The Planning Director will make appointments to the Committee based on planning and project needs. ~~Upon a vacancy in any committee position appointed by the Board or the superintendent, the specific opening will be published on the District website and in appropriate local newspapers.~~

~~If more than one application is received for a position, all applications will be referred to the committee. The committee chair will appoint a subcommittee which will rank the top three applications of those received and submit such ranking to the appointing authority. Sole discretion for appointment from the ranking list or not will lie with the appointing authority.~~

~~5~~4. Terms of Membership

The voting members of the C~~c~~ommittee shall be appointed for terms of three years. Committee members may apply for additional terms.

~~The Board liaison will serve at the pleasure of the Board.~~

~~6~~5. Attendance

Each member is expected to attend the meeting of the C~~c~~ommittee. In the event any member misses three consecutive meetings, the ~~committee~~Planning Department will determine whether to declare a vacancy and ~~request~~seek appointment of a new member. If a new member is ~~requested~~sought, the position will be filled pursuant to #4 above for the balance of the existing term except in the event a vacancy is filled within the last six months of the term, the appointment will include the balance of the existing term, plus the subsequent three-year term.

ARTICLE IV: ~~Officers~~Administration

The Planning Department will provide for oversight and administration of the Committee including preparing agendas, taking minutes and providing information and data

pertinent to the planning and facility issues under review. The Planning Director or appointee will serve as chair.

1. Chair

The chair shall be elected annually. The chair will conduct meetings, appoint subcommittees, establish the agenda, call special meetings and perform other duties.

The chair may request that a vice chair or co-chair be elected to assist with the duties of the office.

2. Secretary

A secretary may be appointed from the membership to keep a record of the proceedings of all meetings if a school district staff person is not available to act in this position.

ARTICLE V: Meetings

1. Time and place

The time and place of meetings shall be sevensix-thirty p.m. on the third Thursday of September, November, January and March, or as scheduled to meet project and planning needsevery month during the school year at a location determined by the chair.

2. Number of meetings

The intent of the Ccommittee is to meet monthlyquarterly throughout the year with a minimum of five meetings to be scheduled during each school year. Additional meetings may be scheduled as necessary, or a meeting may be cancelled if there are no agenda items.

3. Quorum

A quorum shall consist of a majority of the membership on the Ccommittee.

Recommendations to the superintendent will be by motion and will require the affirmative votes of five voting members. Such vote may include votes tabulated by telephone poll or other process by the chair or their appointeeRecommendations and input for the Planning Department may include votes from a quorum or by general consensus of the Committee in attendance.

4. Special meetings

Special meetings may be called by the Planning Departmentchair or by the written

~~request of four members~~. Advance notice of at least seven (7) days must be given before a special meeting is held. Notice of special meetings may be given in writing or by telephone.

ARTICLE VI: Amendments

These by-laws may be recommended for amendment pursuant to the quorum and recommendation provision of Article V of these by-laws. ~~Such recommendation shall be made to the superintendent with the final decision upon the by-law amendment to be made by the superintendent.~~

Approved August 18, 1983
Revised September 21, 1989
Revised to conform with practice June 8, 1994
Revised June 11, 2003

St. Vrain Valley School District RE-1J, Longmont, Colorado

MEMORANDUM

DATE: June 12, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Charter School Contract Renewals

PURPOSE

To provide the Board of Education with information related to the 2013-2016 contracts with Aspen Ridge Preparatory, Carbon Valley Academy, Flagstaff Academy, Imagine Charter, St. Vrain Community Montessori, and Twin Peaks Charter Academy.

BACKGROUND

The District has negotiated yearly contracts with their charter schools in the past. This year, District Accountant, Tony Whiteley, facilitated the process with charter representation to standardize the contract documents and revise the term to three years, with the exception of Aspen Ridge Preparatory, whose contract term is one year. Aspen Ridge is beginning its final year of its initial three-year term. Upon successful completion of its 2013-14 contract, the District will consider the renewal of Aspen Ridge's subsequent contract for a two-year term, resulting in all charter contracts becoming subject to renewal in 2016.

These contracts also contain significant changes regarding the financial autonomy of the charter schools. Previously, the District maintained a portion of the charter schools' finances, processing their payroll and much of their accounts payable, with the exception of Twin Peaks Charter Academy. Under these new contracts, all charter schools will maintain their own finances in their entirety. The charter schools will be subject to financial oversight reporting as identified in the contract.

These revisions are indicated in the attached contracts, with the exception of the exhibits, which are pending completion. These revisions have been reviewed and approved by District legal counsel.

These charter school contracts will be presented for approval at the June 26, 2013 Board Meeting.

CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ASPEN RIDGE SCHOOL, INC.

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ASPEN RIDGE SCHOOL, INC.

This Contract is made and entered on June ~~13~~19, ~~2012~~ 2013 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district hereafter referred to as the "District" and **the Aspen Ridge School, Inc.,** a Colorado non-profit corporation hereafter referred to as the "School".

RECITALS

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

~~**WHEREAS**, on August 24, 2009, an Application was submitted by citizens of the District for formation of the School as a charter school to operate within the District;~~

WHEREAS, the School District Board of Education, hereafter referred to as the "Board," previously approved an application for School as a District charter school through 2013-14, school and fiscal years and entered into successive charter contracts for the operation of such school;~~on November 4, 2009, the Board of Education adopted a Resolution (**Exhibit A**) approving the School's charter school application and granting the School a charter for an initial term of three years;~~

NOW THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants, and payments herein described, the parties agree as follows:

1. DEFINITIONS. The following words and phrases used in this Contract shall have the following meanings:

School shall mean the Aspen Ridge School, Inc. of Erie, Colorado.

Charter Board shall mean the Aspen Ridge School, Inc. Board of Directors.

Act shall mean the Charter Schools Act, C.R.S. §22-30.5-101 and following.

Administrator shall mean the principal of the School.

Application shall mean the School's application for a charter school dated August 24, 2009.

Board or Board of Education shall mean the District's Board of Education.

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CFO shall mean the District's Chief Financial Officer.

Contract shall mean this Charter School Contract between the District and the School dated June ~~13~~19, ~~2012~~2013.

C.R.S. shall mean Colorado Revised Statutes.

TCAP means the Transitional Colorado Assessment Program.

Days shall mean those days when the District's Educational Service Center is open for business.

Department shall mean the Colorado State Department of Education.

District shall mean the St. Vrain Valley School District RE-1J, Boulder, Broomfield, Weld and Larimer Counties, State of Colorado.

Finance Act shall mean the Public School Finance Act of 1994, C.R.S. §22-54-101 and following, as amended, or its successor.

General Assembly shall mean the Colorado General Assembly.

Governmental Immunity Act shall mean the Colorado Governmental Immunity Act, as amended, C.R.S. §24-10-101 and following.

IEP shall mean Individualized Education Program.

Material Breach shall mean a violation of this Contract which is substantial and significant and which will excuse the non-breaching party from further performance of this Contract.

Open Meetings Law shall mean the Colorado Open Meetings Law, as amended, C.R.S. §24-6-401 and following.

Policies or the term "Policies and Regulations" shall mean those District adopted policies and implementing regulations that are of general applicability to all schools within the District except (a) those that are determined by the District, from time to time, to not be applicable to existing charters schools within the District; and (b) those policies and implementing regulations for which the School has been granted a specific waiver or waivers.

Public Records Law shall mean the Colorado Public Records Law, as amended, C.R.S. §24-72-204 and following.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

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2. ESTABLISHMENT OF SCHOOL

2.1 Term. This Contract is effective as of July 1, ~~2012~~ 2013 for a one- year period terminating on June 30, ~~2013~~2014. Should the parties be unable to reach agreement on all terms of a renewed contract by July 1 of a school year during the term of the charter granted by the Board, the provisions of this Contract shall continue to be observed pending such renewal. Regardless of length of term, contract may be subject to yearly amendments, addendums, or exhibit updates upon mutual agreement by all parties. Although this Contract may be for operation of the Charter School for a period in excess of one fiscal year, pursuant to Article X, Sec. 20 of the Colorado Constitution, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2 Charter school legal status. The School has incorporated as a Colorado nonprofit. ~~and will seek status under § 501(c)(3) of the Internal Revenue Code.~~ Unless the parties agree otherwise in writing, the School will continue to operate as a Colorado non-profit corporation and will assure that its operation is in accordance with its articles of incorporation and bylaws. The School will notify the District promptly of any change in its corporate and/or tax exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School 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 part of the District. As such, the School is subject to Colorado laws and district Policies that apply to public charter schools unless waived in accordance with Section 5.5 of this contract. Further, the School is a public entity within the meaning of 24-10-106, C.R.S., and is therefore entitled to the protections of the Colorado Governmental Immunity Act.

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3. DISTRICT-SCHOOL RELATIONSHIP

3.1 District responsibilities and rights.

3.1.1 Right to review. The School will operate under the auspices of, and will be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this contract, all federal and state laws and regulations, Policies and Regulations. 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 will be open to inspection and made available to the District in a timely manner. Records include, but are not limited to the following:

a. School records including but not limited to student cumulative files, policies, special education and related services;
b. Financial records;
c. Educational program, including test administration procedures and student protocols;
d. Personnel records, including evidence criminal background checks have been conducted;
e. School's operations, including health, safety and occupancy requirements; and
f. Inspection of the facility.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities.

The School shall have the right to maintain as confidential from the District those School records to which such confidentiality attaches as a matter of law, including but not limited to: records of Charter Board executive sessions (subject to the Sunshine Act procedures for contesting such confidentiality); attorney-client correspondence and work product records of the School; records relating to School-District negotiations or negotiation strategies; and records relating to disputes between the School and the District. The School, through its Executive Director or the Charter Board may elect to disclose such confidential records to the District on a case-by-case basis, with or without District assurances relating to preservation of confidentiality, notwithstanding the rights noted above and without in any way impairing its right to assert confidentiality in future cases

3.1.2 Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification will be made within ten Days of its receipt by the District and will include information about the substance of complaint taking into consideration any complainant's request for anonymity.

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3.1.3 School health or safety issues. The District will immediately notify the School of any circumstances requiring school closure, lockdown, emergency drills or any other action that may affect school health or safety.

3.1.4 Feedback about progress. Within sixty calendar days of receipt of the School's annual report completed pursuant to Section 3.2.4a of the Contract, the District will, at a minimum, provide information to the School about its status in relationship to the goals, objectives and accreditation requirements contained in Section 7.2.

3.1.5 Access to student records. Upon request, the District will timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School will use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and will not use student information acquired from the District for any other purpose.

3.1.6 Indemnification by District. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District agrees to indemnify and hold the School and the Charter Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. 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.

3.2 School responsibilities and rights.

3.2.1 Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system per section 10.4, and adhering to all provisions of the Public School Financial Transparency Act (22-44-304, C.R.S). In addition, the School will ensure that records for students enrolling in other Schools are transferred in a timely manner. ~~Financial records will be posted and reconciled at least monthly.~~ All records will be maintained at the School and will be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

3.2.2 Notification to District.

a. The School will notify the District Superintendent's Office within three Days (and other appropriate authorities) in the following situations:
~~The School will notify the District within three Days (and other appropriate authorities) in the following situations:~~

1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law.
2. Any complaints filed against the School by any governmental agency.
3. Any incident on School property or at a School sponsored activity in violation of the School's gang activity policy.
4. When a student fails to attend all or part of any school day without authorization when the School has been notified in writing by the supervising court or probation/parole officer that the student is required to attend school.
5. Instances on or off School property of assault, disorderly conduct, harassment, knowingly false allegations of child abuse, or any alleged offenses under C.R.S. Title 18 by a student and directed toward a teacher or other School employee.
6. ~~Instances on School property of damage by a student to the personal property of a teacher or other School employee.~~

b. The School will immediately notify the District Superintendent's Office of any of the following:

1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
2. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
3. The arrest of any members of the Charter Board or employees of the School for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
4. Misappropriation of funds;
5. A default on any obligation, which will include debts for which payments are past due by sixty calendar days or more; or
6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) corporation, if applicable.
7. Any mandatory reporting requirements to the Department as set forth in 1 CCR 301-37, §15.00.
8. ~~When a school official or employee has reasonable cause to know or suspect that a child has been subject to abuse or neglect or who has observed the child being subject to circumstances or conditions which would reasonably result in abuse or neglect.~~
9. ~~9.~~8. When there are reasonable grounds to believe an act that rises to the level of a Public Safety Concern as defined in the District's

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Boulder County Information Sharing Interagency Agreement has been perpetrated by a student or any adult on School grounds or at a School sponsored activity.

3.2.3 Compliance. The School will comply with all federal and state laws, local ordinances, and Policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and Policies in accordance with Section 5.5 below. The School shall report instances of significant property damage by a student to the personal property of a School teacher or other School employee and instances of child abuse as such reporting is required by applicable state statutes.

3.2.4 Reports. The School will timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates. Timely notification will be provided when due dates are changed. Failure to provide reports within ten Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 of this contract. Any report requiring data from the District will not be required from the school until 30 days after the data is actually received from the District. This reporting obligation may be fulfilled by sending a link to an electronic version of the report.

a. Accreditation/School Improvement – If the school participates in the CSSI (Charter School Support Initiative), the school will provide a copy of the report to the district. The school shall participate in the district/state Accreditation/School Improvement process and shall submit a Unified Improvement Plan (UIP) in the CDE format by the required deadline based on the school's assigned status from their School Performance Framework (SPF) and input from the CSSI report (if applicable). If deadlines are not met, it shall be considered a material breach of contract and the School shall have ten business days or such other time as the parties may agree to cure such breach.

b. Required financial reports (in pdf or Excel format, unless otherwise noted)
    a. Monthly, within 30 days of the end of the month:
        i. Trial Balance (in the District's prescribed Excel format)
        ii. Bank statement(s) and reconciliation(s) for Charter's main operating cash account(s)
    b. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    c. Annually, as specified:
        i. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        ii. Projected enrollment – March 15

iii. Proposed Budget – April 15
iv. Charter Board approved budget – June 30
v. Draft of annual audit with Trial Balance – September 15
vi. Final annual audit with Trial Balance – October 15
vii. Amended budget, or adopted budget if not amended, on CDE form – January 21

~~b. Required financial reports (including budget)~~

~~Projected enrollment – March 15~~
~~Proposed Budget – April 15~~
~~Charter Board approved budget – June 15~~
~~Quarterly financial reports – within 30 days of the close of the quarter~~

~~Draft of annual audit – September 15~~
~~Final annual audit – October 15~~
~~Amended budget, or adopted budget if not amended, on CDE form – January 21~~

c. School calendar – Due on April 15 provided the St. Vrain Valley School District calendar is approved by the Board of Education by March 15.
~~c. – April 15~~

d. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – May 31

~~d.~~

e. Governance information including Charter Board (i.e., names/ contact info, terms and signed Board Member Certification Forms or Board of Director's Agreements) – August 31

~~e.~~

f. Insurance certification – August ~~15~~31

g. Summary Listing of Human Resources/Personnel Information in mutually-agreed format – September 15

The District HR department will retain information on School personnel as outlined below. For any new employees hired or for any personnel changes made, all applicable forms, reports, and transcripts must be updated or submitted to HR within 10 business days of the date of hire or change.

a. Copy of active license waiver on file with the Colorado Department of Education (if applicable)
b. Completed CDE Employee Data Collection Form
c. All college transcripts from all degrees obtained for all licensed personnel
d. Copy of any content exam results (if applicable)
e. Copy of Colorado Teaching License (if applicable)

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The School and the District's HR department will mutually sign off on any new information submitted once it is deemed complete. The School agrees to work with the District to provide any additional personnel information in order to meet any actual additional or unexpected reporting requirements or inquiries from the Colorado Department of Education or other Federal or State governmental authorities.

~~f.~~

3.2.5 Indemnification by School. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School agrees to indemnify and hold the District and its Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. 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.

3.3 Procedures for contract amendments. The party requesting the change shall send written notice to the other party in accordance with Section 13.8. The receiving party will have sixty calendar days to review and act upon the proposed changes. If the receiving party does not act on the proposed changes within this time period, the changes will be deemed to have been accepted. The parties agree to not unreasonably withhold accepting proposed changes to this Contract.

3.4 District – School dispute resolution procedures. All disputes arising out of the implementation of this Contract will be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

a. In the event of any dispute or claim arising under or related to this Contract, the parties shall use their best efforts to informally settle such dispute or claim through good faith negotiations with each other.

b. If such dispute or claim is not settled through such negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through informal negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado, or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 30 days following either party's written request therefore.

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c. If such dispute or claim is not settled through mediation, then either party may, within 5 days of conclusion of mediation, request in writing to the other party arbitration to be held in Longmont, Colorado. Within one week of receipt of such request, -the authorized representatives of the parties will attempt to agree upon an arbitrator. If they reach no agreement within three days after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.

d. The arbitrator will conduct a hearing limited to the issues raised in the notice. The arbitrator will have authority to make procedural rules and will issue a report to the parties within 10 calendar days after the close of the hearing. Such report will contain findings and a decision if binding arbitration was selectedfinal and binding decision, provided that the arbitrator is not authorized to modify, add to or subtract from this agreement.

e. Waiver. Failure to file notice within the times specified or failure of a party to advance the process within the times specified, will be deemed a waiver of any further 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, provided that the parties may agree in writing to extend any of the time limits for a specified period.

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

g. During the entire period of negotiations, mediation, arbitration, and possible appeal, the District shall not enforce its remedies set forth herein.

g. During the entire period of negotiations, mediation, and arbitration, the District shall not enforce its remedies set forth herein.

h.

3.5 Other remedies. If the School is in violation of 22-30.5-110 (3), C.R.S., state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.2. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

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Prior to applying a remedy other than 3.5 ~~(ii)~~.2 below, the District will send a notice of breach and provide the School with an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the School to contest the deficiency, a reasonable timeframe for remedying the deficiency, and the expected results.

1. Withholding of some or all of the funds due to the School until compliance occurs. This remedy may be applied in situations to include failure to submit reports listed in Section 3.2.4 by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4.
   ~~1.~~
2. 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 District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, apply to the Commissioner of Education to take immediate control of the School pursuant to the Charter Schools Emergency Powers Act, CRS 22-30.5-701, et seq. and 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. Any relief granted by the Commissioner may continue during the pendency of any dispute resolution process with respect to any alleged breach.~~Notwithstanding any other provision of this Contract, in the case of any breach which the District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, take immediate control of the School 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 District will continue during the pendency of any dispute resolution process with respect to any alleged breach.~~

~~2.~~

3. Notice of breach and development of a plan to correct the deficiency(ies). This remedy will be initiated by a letter from the District containing all of the information in Section 3.4b. In addition, the letter will require the School to prepare a plan to remedy the deficiency, submission of the plan to the District for review and comment, revisions to the plan by the School at its discretion, and approval of the plan by the Charter Board to include a statement that directs the School's staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

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4. Escalating Notifications. For minor issues of non-compliance, a notification will be sent to the relevant parties involved, requesting resolution. If non-compliance continues, the District reserves the right to sequentially escalate notifications to the Charter administration, the Charter Board, and, upon Board action, to families of enrolled students of the charter school, in that order.

5. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.4.b occurs, the District may, upon Board action, require the school to:
    a. Use the District's prescribed financial accounting system for the tracking and reporting of all school financial operations at the school's cost, and/or
    ~~3.~~b. Use the District's prescribed auditing firm for the school's year-end financial audit at the school's cost.

3.6 District violations of charter school law or contract. If the School believes that the District has violated any provision of this Contract or charter school law, the School will send the District notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the District to contest the deficiency, a reasonable time frame for remedying the deficiency, and the expected results. If the District does not remedy the violation, the School may initiate the dispute resolution procedures outlined in Section 3.4.

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4. SCHOOL GOVERNANCE

4.1 Governance. The School's articles of incorporation and bylaws will not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies will provide for governance of the operation of the School in a manner consistent with this Contract. The articles of incorporation and bylaws shall be filed with the District. The Charter Board will operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body will be made in accordance with the procedures described in Section 2.2 of the Contract and shall be filed with the District.

4.2 Corporate purpose. The purpose of the School as set forth in its articles of incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, Sections 22-30.5-101, et seq., C.R.S. and appropriate ancillary activities.

4.3 Transparency. The School will make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and will conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.

4.4 Complaints. The School will establish a process for resolving public complaints, including complaints regarding curriculum, which will include an opportunity for complainants to be heard. The final administrative appeal will be heard by the Charter Board, not the District's Board of Education.

4.5 Contracting for core educational services. Unless otherwise agreed in writing by the District, the School will not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This will not prevent the School from engaging independent contractors to teach selected, specific courses.

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5. OPERATION OF SCHOOL AND WAIVERS

5.1 Operational powers. The School will be fiscally responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing or purchasing facilities for School purposes (subject to Board approval); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. All such operational powers of this paragraph shall be subject to Colorado law, including, but not limited to, Article X, Section 20 of the Colorado State Constitution.~~The School will be fiscally responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for School purposes (subject to Board approval); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. All such operational powers of this paragraph shall be subject to Colorado law, including, but not limited to, Article X, Section 20 of the Colorado State Constitution.~~

5.2 Transportation. Any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School. The District is not delegating the authority to impose a transportation fee.

5.3 Food services. If requested to do so by the School, and feasible for the District to do so, the District will provide free and reduced price meals to needy students in a manner determined by the District and in accordance with Policies and applicable federal and state law. If a lunch program is offered by the School that is not part of the District program, the School shall provide, at its costs, free and reduced priced meals to needy students in accordance with Policies and Regulations and applicable federal and state laws.

5.4 Insurance. The School will purchase insurance protecting the School and Charter Board, employees (including non-compensated student teachers and students participating in a supervised non-compensated internship), volunteers, and the District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability (including owned, hired and non-owned vehicles) insurance. The School will also purchase a bond or crime insurance and property insurance covering buildings, contents, and equipment breakdown, where applicable. The School will also purchase statutory workers' compensation

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insurance coverage. Coverages will be provided with terms and conditions previously approved by the District 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 District. The Colorado School Districts Self Insurance Pool (CSDSIP) is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 31. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without 30 days prior written notice by certified mail, return receipt requested, given to the District's Risk Manager. The School will notify the District's Risk Manager within ten 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.~~The School will purchase insurance protecting the School and Charter Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School will also purchase crime insurance and property insurance covering contents and equipment breakdown. The School will also purchase statutory workers' compensation insurance coverage. Coverage will be provided with terms and conditions previously approved by the District 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 District. The Colorado School Districts Self Insurance Pool is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 15. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without prior written notice by certified mail, return receipt requested, given to the District's Risk Manager. The School will notify the District's Risk Manager within ten 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.~~

5.5 Waivers.

1. Automatic waivers. The District agrees to seek waiver from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers.

   The School will be granted certain waivers from Policies and Regulations upon approval by the Board of acceptable replacements.

   The District will grant automatic waivers that are necessary or appropriate when a statute, rule or policy by express terms does not apply to a charter school or the District, through the Contract, has delegated this authority to the School.

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2. Additional waivers. The Board agrees to jointly request waiver of state law or regulation, in addition to those automatically granted, if the Board first approves that request. Board approval of requests to waive State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

3. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty calendar days to review the request and, thereafter, will present the matter before the Board at its next regular meeting. The Board will, unless otherwise agreed by the parties, have thirty calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of Board-approved Policies and Regulations may be granted only to the extent permitted by state law. In the event the Policy or Regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board approval of requests to waive either Policies or Regulations or State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

4. Compliance assurance. The School will take reasonable steps to assure that staff at the School, members of the Charter 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 Policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Policies.

5. A list of all waivers is included as **Exhibit A**.

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6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through grade 5, including other ancillary activities, such as preschool.~~The School may serve students in kindergarten through fifth grade.; providing approximately two classes at each grade level, with an average of twenty students per class in kindergarten through second grade and an average of twenty-four students per class in third through fifth grades, with no single class to exceed 27; for a total of 264 students.~~

6.2 Student demographics. Students shall be considered for admission into the program as specified in Section 6 and without regard to race, creed, color, sex, gender orientation, national origin, religion, ancestry, disability, or need for special education services. The School shall have and implement a recruitment and enrollment plan, attached as **EXHIBIT B**, that ensures that it is open to any child who resides within the District, and has a diverse student population, which includes, but is not limited to, enrolling a percentage of students that are eligible for free/reduced lunch which is consistent with District averages, taking into account the demographics of other public schools within reasonable proximity to the School. The School shall make reasonable progress toward this goal. ~~Students shall be considered for admission into the program as specified in Section 6 and without regard to race, creed, color, sex, gender orientation, national origin, religion, ancestry, disability, or need for special education services. Based on the official pupil membership count, the School will try to recruit applicants that result in a student body that will mirror and be reasonably representative of the "at risk" grades K – 5 student population (measured by free and reduced lunch) in the Erie community; currently 12%. By comparison the District elementary school "at-risk" population is approximately 42%. The School's Outreach Plan to work toward an enrollment that mirror's the District's is attached as Exhibit F. The School agrees to a good faith implementation of the plan.~~

6.3 Eligibility for enrollment. The School will limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. §22-33-106 (3)(f) in another district school.

~~**6.3 Maximum and minimum enrollment**. The School and the District agree that during the term of this Contract, the School's total funded enrollment shall be no more than 264 student FTEs. This limitation on the number of enrolled students is acknowledged by the School and the District in order to ensure that the School will be able to offer a quality program for its students to be able to academically succeed and to maintain the small school environment focus as presented in the Application.. The school agrees to maintain an enrollment sufficient for financial viability.~~

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6.4 Eligibility for enrollment. The School will limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. §22-33-106 (3)(f) in another district school.

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6.4 Enrollment preferences, selection method, timeline, and procedures. Enrollment preferences, selection method, timeline, and procedures are described in **EXHIBIT C**.

6.5 Enrollment preferences. Enrollment preferences will be given to the following types of students:

a. Siblings of students already enrolled in the School will be automatically enrolled according to space availability;
b. Children of founding families, Charter Board member's and School teachers' children, not to exceed 20%;
c. All other students living within District boundaries.
d. Enrollment preferences, selection method, timeline, and procedures are described in **EXHIBIT B**.

6.6 Selection method. When the number of applicants exceeds the number of spaces available, students will be selected by a random lottery, taking into consideration the enrollment preferences described in Section 6.5. If additional spaces become available after the initial selection, students will be offered admission based on their order on the waiting list. Any spaces available after all students on the waiting list have been offered admission will be filled on a first-come, first-served basis. Waiting lists are not maintained from year to year: students on the waiting list who are not offered admission and wish to be considered for admission the following year must submit a new application.

6.7 Enrollment timeline and procedures. The School may establish its own enrollment timeline and procedures subject to the following conditions:

a. Prior to submitting an application for admission parents and students will be encouraged to attend an informational meeting about the School.
b. The School will make clear at meetings and in written information provided along with the application that any student residing in Colorado who meets the eligibility requirements described in Section 6.4 may apply, although admission is based on the preferences listed in Section 6.5.
c. The School will begin publicizing the availability of student positions at the School at least two months prior to the date of the lottery.
d. The lottery will be held no earlier than January 15 and no later than February 15 of the year for which enrollment is being selected.
e. Based on space availability, the School will continue to accept students from its waiting list or, if the waiting list is exhausted, from parents

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~~submitting applications after the deadline for the lottery up until October 1. The School may accept students after October 1 at its discretion following the District's administrative transfer process.~~

6.5 Admission procedures. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

1. Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP, if any.

2. If the applicant has an IEP, the IEP will be provided to the School's special education teacher immediately upon request.

3. When an applicant has an existing IEP, prior to the decision to admit or deny admission, a review team consisting of the Administrator or designee, the School Special Education Teacher, and a District representative will review the IEP, and if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the provision of services as stated on the IEP can be provided by the School. If any or all of the review team members question the ability of the School to deliver the required services, the District representative will convene a complete IEP team to make the final determination. If the determination by the full IEP team is that the IEP cannot be fully implemented at the School and therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Student Services, along with parents, will participate in the IEP Team meeting at the School.

4. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

5. Admission of applicants with an IEP will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP from his/her previous school will be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, including the same or comparable services set forth in the IEP, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP team review meeting is held and the IEP is either adopted or changed; and (ii) for out of state transfers into the District, the School conducts an evaluation of such student and the IEP

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team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.

6.8 Admission procedures. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

1. Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP or Section 504 Plan, if any.

2. If the applicant has an IEP or Section 504 Plan, the IEP or Section 504 Plan will be provided to the School special education teacher immediately upon receipt of the IEP.

3. When an applicant has an IEP or Section 504 Plan, prior to the decision to admit or deny admission, a screening team consisting of the Administrator or designee, the School special education teacher, and a District representative will review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination whether the services and space available at the School are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the screening team cannot reach consensus, the District representative will convene a complete IEP team to make the final determination.

4. When a student with disabilities who has been placed in a center-based program by an IEP Team or who has intensive service needs as identified by an IEP Team applies for admission into the School or a program that does not have the staff or services available to meet the needs as identified on the IEP, the District's Executive Director of Student Services, or designee, will convene the IEP Team meeting. The School's acceptance of the student's application for admission is contingent upon the determination by the IEP Team that the student can receive a Free Appropriate Public Education (FAPE) in the least restrictive environment at the School in its existing programs and at its current level of staffing. If the determination is that the IEP cannot be fully implemented at the School and therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School, together with a representative from the District's Department of Student Services will participate in the IEP Team meeting at the School.

5. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

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6. ~~Admission of applicants with an IEP or Section 504 Plan will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school will be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed. For out of state transfers into the District, the District conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.~~

6.~~9~~ 6 Participation in other District programs. No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission will include the manner in which the costs of instruction will be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement will be deemed payment for a purchased service under the Charter School Act. No student will be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full time funding at one or both schools. If no written agreement is reached, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.

6.~~10~~ 7 Non-resident admissions. Subject to its enrollment guidelines, the School will be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, Policy and this Contract. If the School has more applicants than it has space, preference will be given to those students who reside within the District, and then to students who ~~are new to~~ reside outside the District. Once accepted for enrollment, a non-district resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.~~11~~ 8 Student movement after October 1. After October 1, the School agrees to use the standard District administrative transfer process. Requests for transfer to a District school will not be unreasonably denied.

6.~~12~~ 9 Expulsion and denial of admission. The statutory authority to expel students will remain with the ~~district~~District. However the Charter Board shall have the authority to remove students from the School, on the statutory grounds for which expulsion is permitted, and shall be delegated authority to conduct initial stages of the expulsion process, as follows: The Charter Board is hereby delegated the power ordinarily exercised by the executive officer under 22-33-105(2)(c), C.R.S., and may designate a hearing officer to render findings of fact and recommendations. Following a hearing, the Charter Board shall issue its confidential written opinion and convey that to the District. The Charter Board's confidential written opinion shall be final as to the removal of a student from

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enrollment in the School. If the student is removed by the Charter Board, the Board shall render a separate decision on whether such removal is also an expulsion under 22-33-105. C.R.S.

Any general education services required by law to be provided to suspended or expelled students will be the sole responsibility of the District, in cooperation with the School. Any special education and related services required by law to be provided to suspended or expelled students will be the sole responsibility of the District.

A student may be denied admission pursuant to 22-33-106, C.R.S.

6.~~13~~ 10 Continuing enrollment. Pursuant to Colorado state law, students/parents who choice into the School will remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-district transfer procedures.

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7. EDUCATIONAL PROGRAM

7.1 Vision and mission. The vision and mission statements set forth in Section A of the Application are hereby accepted by the District to the extent they are consistent with the principles of the General Assembly's declared purposes for enacting the Act as set forth in C.R.S. §22-30.5-102(2) and (3).

7.2 Unified Improvement Plan. The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in the School's Unified Improvement plan (UIP) attached as **EXHIBIT D**.

~~**7.2 School goals and objectives**. The goals, objectives, and pupil performance standards set forth in Exhibit D.~~

7.3 District Accreditation Indicators. Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The indicators are provided in **EXHIBIT E**. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

7.4 Educational Program Characteristics. The School shall implement and maintain the characteristics of its educational program set forth in **EXHIBIT F**, subject to modification with the District's written approval.

~~**7.3 Program Characteristics**. The School shall implement and maintain its educational program as set forth in Section D of the Application, including the following characteristics, subject to modification with the District's written approval:~~

~~a. Average class size will be 20 students for kindergarten through second grade and 24 students for third through fifth grades, with no single class to exceed 27;~~
~~b. Students will complete annual projects that will incorporate what they learned during the year within each of the Aspen Ridge Trailways; Technology Trail, International Trail, Nature Trail, and Personal Development Trail;~~
~~c. The School will collaborate with parents to develop a Personal Education Plan for each student;~~
~~d. Students will participate in *Success for All* Reading for a ninety minute block daily;~~
~~e. Students will participate in an enrichment class on a daily basis, which will include art, music, , physical education, world cultures , and technology.;~~
~~f. The School will hold conferences with parents at least twice per school year.;~~
~~g. The School will establish a School Advisory Committee which will monitor student achievement among other duties;~~
~~h. Students will wear uniforms.~~

7.4~~–5~~ On-line program. The School's educational program as contained in the application and reviewed by the District does not include an on-line program

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pursuant to 22-33-104.6, C.R.S. and the School is accordingly prohibited from offering such an on-line program.

7.~~6~~5 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. The educational program, pupil performance standards and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the District, will be designed to enable each pupil to achieve such standards, and will be consistent with the School's vision and mission. School students will take the TCAP test as required by the State. The School will participate in the District Accountability/Accreditation process.

7.~~6~~ 7 English language learners. The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency while participating in the mainstream English language instructional program. Programming will include regular time periods for direct instruction in English language acquisition and an emphasis on sheltered instruction, consistent with the plan identified in **EXHIBIT G**. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.~~The School will 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, including regular time periods for direct English instruction, consistent with the plan set forth in Section S of the Application and included as **Exhibit C**. The School will follow the District's procedures for identifying, assessing and exiting English language learners.~~

7.~~7~~ 8 Education of students with disabilities.

1. The School is accountable for complying with federal laws prohibiting discrimination based on disability, including section 504, and the District is responsible for ensuring that all students receive a Free Appropriate Public Education (FAPE). The School and the District will work together in developing a plan to ensure compliance with these laws.

~~1.~~2. The District will provide all special education support services to students at the School, except that the School reserves the right to hire its own special education teacher(s) and paraprofessionals subject to review of licensing, and with the approval of the Executive Director of Student Services. The District will assign other special education support staff as necessary to meet student needs. The School will staff its special education personnel applying the same staffing formula used within other District schools. Therefore, except for District center-based programs and services, special education services at the School will be commensurate with those provided at other District schools.

~~2.~~3. The cost for special education services is described in Section 10.3. District services for special education will include being responsible for providing and paying the costs of defense and of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District.~~The cost for special education services is described in Section 10.3. District services for special education will include being 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, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District.~~

~~3.~~4. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and will 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 District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the decision of the District's Executive Director of Student Services will control. ~~he School agrees to comply with all Policies and Regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and will 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 District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the decision of the District's Executive Director of Student Services will control.~~

~~4.~~5. The District and the School will jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Services, or designee, will maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School will use District special education forms and procedures and will document compliance with the requirements of federal and state law, including procedural due process. The District will respect the School's curriculum, instructional

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program, and mission in the development of IEPs for students enrolled in the School.

5.6. TThe School's special education teachers are required to participate in monthly staff meetings and any required special education training sponsored by the District and newly hired special education teachers will attend District orientation sessions, including *Being a Special Educator in St Vrain*, during the school year following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.he School's special education teachers are required to participate in monthly staff meetings sponsored by the District and newly hired special education teachers will attend District orientation sessions, including *Being a Special Educator in St Vrain*, during the fall semester following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.

6.7. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the right to require such changes necessary to comply with law, and will have the right to request other reasonable changes on behalf of students with disabilities.

7.8. Special education programs and services, as determined by each student's IEP, will be available as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

8.9. Staff members of the School are not to recommend specific private or outside education programs to the parents of special education students that could require the District to provide services other than those included in the IEP. This section is not intended to apply to, nor to in any way restrict or inhibit School staff from offering good faith professional opinions given in appropriate forums, such as IEP meetings, or testimony in disputed matters.

9.10. The School shall not be held responsible for the costs of additional services that result from recommendations made by District Staff that are outside services other than those included in the IEP. The school will be responsible for the costs of additional services that result from recommendations made by school staff that are outside services other than those included in the IEP.

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8. FINANCIAL MATTERS

8.1 Revenues

1. District per pupil revenue funding. During the term of this Contract, the District will provide 100% of PPR to the School minus the following:
   a. ~~i.~~ The actual amount of the School's per pupil share of the central administrative overhead costs, including costs of special education services, as provided by law,
   b. ~~ii.~~ Deductions for purchased services, and
   ~~i.~~c. Other deductions as provided herein and adjusted as provided herein.
   ~~ii.~~d. District per pupil revenues will have the meaning defined in § 22-30.5-112(2)(a.5), C.R.S. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School, will be reflected as an adjustment to subsequent payment from the District to the School.

   The District will provide a report to the School detailing the total funding and deductions that comprise each remitted amount for the applicable time period.

2. Federal categorical aid. Each year the District will provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District 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 District with the required documentation.

3. State categorical aid. On or before January 25 the District will provide to the School the School's proportionate share of applicable state (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds, or Transportation funding) categorical aid received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required.

4. Mill Levy Override Funds.

   a. 2008 Mill Levy Override. The District shall allocate a proportionate share of the Mill Levy Override Funds based either upon the October 1 funded student count for the 2008-2009 year of the

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School, as certified by the Colorado Department of Education, as compared to the District's funded student count, or on subsequent Board action. For each subsequent year that the 2008 Mill Levy Override is in existence and the School remains under the oversight of the District's Board, the computed amount allocated to the School shall not exceed the amount computed for the 2008-2009 fiscal year, or subsequent Board action, modified by the proportionate share of any change in the amount of the Mill Levy Override tax assessed. Such funds will be disbursed to the School in proportion to the amount received by the District between February and June. Any outstanding difference between allocation and disbursement to the School will be disbursed on or prior to June 30th of the contract year. Because the proportionate share to the School will be paid on or prior to June 30th, the School agrees that any subsequent tax revenue for Mill Levy Override collected after the contract year, for the contract year, will remain an asset of the District.

b. 2012 Mill Levy Override. The District shall allocate and distribute 2012 Mill Levy Override Funds to the school in accordance with the attached signed Memorandum of Understanding (**Exhibit I**).

~~3.~~

~~4.~~5. Annual accounting. The District shall provide a final accounting of costs to the School by September 30. Any imbalance of funds shall be corrected by October 31

8.2 Disbursement of Per Pupil Revenue. Commencing on July 26 of the contract term, District per pupil revenue funding as described in Section 8.1 will be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding will be based on the School's enrollment projections submitted in accordance with Section 8.5. ~~.~~ Changes of more than 5% from projections may be subject to adjustment after first day pupil counts. Decreases of more than 5% from enrollment projections shall require a revised budget and financial review by district staff. Funding for December and subsequent months of the fiscal year will be adjusted in accordance with Section 8.3.

8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: December 27 funding will be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in the District and not otherwise deducted. Funding on December 27 may also be adjusted for any services provided by the Contract. In addition, to the extent that the District experiences any reduction or increase in state

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equalization support by a legislative rescission or other action, proportionate reductions or increases will be made to the School's funding. Any adjustments to funding after the December 27 payment so that funding is equal to the PPR provided for in this Contract will be made no later than the June 27 payment.

Should CDE conduct a count audit that results in a denial of PPR or other funding for students enrolled in the School, the District may adjust the School's funding to reflect such reduction, provided that: (1) such adjustment shall not take place until, at the earliest, the time of actual repayment to CDE, and (2) the District shall timely notify the School of proposed audit findings adverse to the School and, upon request, assign to the School the District's right to contest such audit findings and to prosecute an administrative appeal and any judicial review of such findings.

8.4 Budget. ~~Beginning with its second year of operation,~~On ~~on~~ or before April 15 the School will submit to the District its proposed balanced budget for the following School year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget will be prepared in accordance with the state-mandated chart of accounts, utilizing the Charter School Budget Workbook provided by the District. On or before June 30 the School will submit to the District its balanced budget for the following school year as adopted by the Charter Board. Any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.~~The budget as approved by the Charter Board and any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.~~

8.5 Enrollment projections. Beginning with its second year of operation, the School will provide the District with its latest and best estimates of its anticipated enrollment for the next School year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent of the official membership for the current School year. It is agreed upon by the parties that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section will not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.6 TABOR reserve. The School shall comply with applicable provisions of Article X, Section 20 of the Colorado Constitution, also sometimes referred to as the TABOR Amendment, including the required TABOR Reserve as part of the School's ending fund balance.

8.7 Non-appropriation of funds. The parties agree that the funding for the School will constitute a current expenditure of the District. The District'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

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of the District. The District's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the District 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.

8.8 Contracting. The School will not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by the School will include the following provisions:

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

b. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board and the District.

8.9 Annual audit. The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in section 3.2.4.b of this contract. If audit deadlines are not met, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School may, upon Board action, be required to use the District's independent auditor for subsequent years per the remedies outlined in section 3.5.5.~~The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. A substantially complete draft of the audit report will be provided to the District by September 15. Any cost associated with the audit of the School shall be borne by the School. If such draft is not received by September 15, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School will be required to use the District's independent auditor for subsequent years.~~

8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(I)(b), C.R.S. Such reports will be submitted to the District no later than 30 days following the last day of the quarter. All June/year-end reports will be submitted as part of the annual independent financial audit.

From time-to-time, the School may be asked, with 30 calendar days' notice, to present financial reports to the Board at its work session on the fourth

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Wednesday of a month. The format of the reports must be as prescribed by the District's Financial Services Department and will not be unreasonable.
~~The School will prepare quarterly financial reports for the District in compliance with 22-45-102(l)(b), C.R.S. Such reports will be submitted to the District no later than 30 Days following the close of the quarter, or 30 days following the receipt of necessary IFAS reports from the District except that all June/ year end reports will be submitted with the annual independent financial audit.~~

~~From time-to-time, the School may be asked, with 30 calendar days' notice, to present monthly financial reports to the Board at its work session on the fourth Wednesday of a month. The format of the reports must be the same as that used by the District's Financial Services Department.~~

8.11 Non-commingling. Assets, funds, liabilities and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.12 Encumbrances and borrowing. During the term of this Contract, the School will not encumber any of its assets without the written permission of the District. Any borrowing above five percent of the School's budget will be subject to prior District approval; such approval not to be unreasonably withheld.~~During the term of this Contract, the School will not encumber any of its assets without the written permission of the District. Any borrowing above five percent of the School's budget will be subject to prior District approval.~~

8.13 Accounting system. The District must pre-approve any financial accounting system chosen by the School, and the School must use the District-mandated account codes as dictated by the Colorado Department of Education. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.~~The School will use the District IFAS accounting system and must use the District mandated account codes as dictated by the Colorado Department of Education. The school will be invited to all district-wide IFAS updates and training. Onsite or individual IFAS training will be provided at district cost. The School shall comply with other procedures established from time to time by the CFO or by the District's Financial Services Department.~~

8.14 Building corporation. Should the School create a building corporation for the purpose of issuing debt and purchasing a facility to lease to the School, ~~the School may not use the IFAS accounting system for the building corporation. However,~~ the School must use the financial reporting method for the building corporation required by the District.

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9. PERSONNEL

9.1 Employee status. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District Policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

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10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities , including normal health related and screening services. Such agreements by the District to provide services or support to the School will be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements will be finalized June 10 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

10.3 Special education services. The District will provide all special education related services at the average per pupil cost of providing such services for the district, multiplied by the number of students enrolled at the School. If the School provides services directly to students, the cost will be reduced by the amount of direct School expenditures commensurate with other District schools, including salary, benefits, supplies and materials, and purchased services. All purchases related to special education must be preapproved by the Executive Director of Student Services. Such approval will not be unreasonably withheld.

10.4 Student information data processing system. –The District will provide to the School the use of the District's student information data processing system and assessment data warehouse program. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District's actual costs required to add the School to the system as outlined in the attached Additional Services Agreement (**EXHIBIT H**).~~The District will provide to the School the use of the District's student information data processing system. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District's actual costs required to add the School to the~~

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~~system, currently $25.50 per student per year plus Citrix licensing, currently $450.00 for the first year and $108.00 for annual renewal per computer with access.~~

10.5 Personnel services. As requested by the School, the ~~The~~ District ~~will~~ may provide personnel services to the School at the average per pupil cost of providing such services for the District, multiplied by the number of students enrolled at the School. In addition, the School shall be responsible for payment of all unemployment insurance charges incurred on behalf of School staff. School staff will be responsible for payment of their own fees for such services as fingerprinting and background checks.

~~**10.6 Administrative support services.** The School will receive the benefit of services by the Centennial Board of Cooperative Educational Services (CBOCES) by its use of technology and programs provided to the District by CBOCES. The School will reimburse the District the average per pupil cost of the CBOCES charges to the District, multiplied by the number of students enrolled at the School.~~

10.~~76~~ Additional Services. The School may, at its own cost, subscribe to additional services or licenses with the District including, but not limited to, the services/licenses and costs as outlined in **EXHIBIT H**. Except as outlined elsewhere in this contract, the School is not obligated to subscribe to any additional services from the District, and the District is not obligated to renew its offering of such services or licenses each year. Service rates may be renegotiated or adjusted each year, regardless of the term of this contract. Any additional services not outlined in this contract or the attached exhibit must be negotiated under a separate services agreement.~~**Supplies and services delivery.** The School will receive service and supplies delivery approximately three days per week on the same schedule as district schools for $3,000 per year.~~

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11. FACILITIES

11.1 Location. The School shall be responsible for securing adequate facilities within the boundaries of the District for the operation of its ~~K-5~~ program; and all such facilities shall be in a single location and will be leased, purchased, maintained, and operated at the School's expense. Approval of the District's Board shall be required for the School to open additional locations. Any such facilities must meet all applicable standards and requirements of state and federal law for school facilities, including, but not limited to, the Americans with Disabilities Act. The School may open one or more preschool programs at the same or other locations as its ~~K-5~~regular program.

11.2 Use of District facilities. The School may not use District facilities for activities and events without prior written consent from the District.

11.3 Impracticability of use. If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct, renovate or upgrade a facility cannot be secured, the District will not be obligated to provide an alternative facility for use by the School to operate the School.

11.4 Long-range facility needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School. The District and School will follow the procedures as outlined in 22-30.5-404 and 405, C.R.S.

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12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. ~~a.~~ Timeline and process. The School will submit its renewal application by ~~October~~ December 1 of the year before the School's Contract expires. The Board of Education will act on the renewal application by resolution no later than February 1 of the year before the School's Contract expires following a public hearing where the School will have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Contract, it will detail the reasons in its resolution.

b. ~~b.~~ Application contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application is provided in District policy LBD-R, Relations with Charter Schools.

c. ~~c.~~ Criteria for renewal or non-renewal. The School may be non-renewed for any of the grounds listed in 22-30.5-110 (3), C.R.S. or a material breach of this Contract. The District will annually provide feedback about the School's progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.

12.2 Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, 22-30.5-110 (3),C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School 30 days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.3 School-initiated closure. Should the School choose to terminate this Contract, it may do so in consultation with the District at the close of any School year and upon written notice to the District given at least sixty calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District per pupil revenue funding as described in Section 8.1 will be reduced by adjusting from the date of conclusion of services to the end of the school year.

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12.4 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that the District will supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the School year. The District's authority hereunder will include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.5 below and 2) reassignment of students to different Schools. School personnel and its charter School governing board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.5 Return of property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, will be returned to and will remain the property of the District. Notwithstanding the above, the District will not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources will be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for profit organization.

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13. GENERAL PROVISIONS

13.1 Order of precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control, followed by Policies and Regulations, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.~~In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control followed by and Policies and Regulations, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies..~~

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 and the School's governing body and executed by authorized representatives of the parties.

13.3 Merger. This Contract contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and ~~supersede by~~ superseded by this Contract.

13.4 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.

13.5 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 or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

13.6 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 District. Nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder will be deemed an incidental beneficiary only.

13.7 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.

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13.8 Notice. Any notice required, or permitted, under this Contract, will be in writing and will be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three Days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

13.9 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.

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IN WITNESS WHEREOF, the parties have executed this Contract June 26, ~~2012~~2013.

ASPEN RIDGE SCHOOL, INC.,
a Colorado non-profit corporation
705 Austin Avenue
Erie, CO 80516-0195

By_____
President, Board of Directors

ATTEST:

_____
Secretary

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
395 S. Pratt Parkway
Longmont CO 80501
303-682-7203
(fax) 303-682-7343

By_____
President, Board of Education

ATTEST:

_____
Secretary

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EXHIBIT A

WAIVERS

Waivers from Colorado Statues and Rules

The following waivers were granted by the Colorado State Board of Education and are effective for the term beginning July 1, 2011 through June 30, 2014.

22-9-106, C.R.S. Local board duties concerning performance of licensed personnel

22-32-109 (1) (f), C.R.S. Local board duties concerning employment termination of school personnel

22-32-110 (1) (h), C.R.S. Employment and authority of principals

22-63-201, C.R.S. Teacher employment, compensation and dismissal act of 1990; Employment - License Required - Exception

22-63-202, C.R.S. Teacher employment, compensation and dismissal act of 1990; Contract in writing - duration - damage provision

22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990; Probationary teacher - renewal and nonrenewal of employment contract

22-63-204, C.R.S. Teacher employment, compensation and dismissal act of 1990; receiving money from sale of goods - interest prohibited

22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990; transfer of teachers - compensation

22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal

22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review

22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule

22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers

22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries

22-9-106(4) Certificated personnel Evaluations

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22-32-109(1)(cc)	Board duties – dress code for staff
22-32-109(1)(b)	Board duties – purchase of goods and service
22-32-109(1)(n)(I)	Board duties – length of school year
22-32-109(1)(n)(II)	Board duties –hours of instruction
22-32-109(1)(t)	Board duties – educational programs
22-32-109.7	Board duties – selection of personnel
22-32-110(1)(h)	Board duties – terminating personnel
22-32-110(1)(i)	Board powers – reimburse employees for expenses
22-32-110(1)(j)	Board powers – procure insurance
22-32-110(1)(k)	Board powers - inservice
22-32-110(1)(y)	Board powers – accept gifts, donations, or grants
22-32-110(1)(ee)	Board powers – employ teacher aides
22-32-119	Kindergarten
22-60.5-301	Licenses and standards for principals
22-63-103(10)	Teacher employment – substitutes

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Waivers Requested from SVVSD Policies

The following waivers are requested from SVVSD Policies for the duration of the Charter, beginning July 1, 2011 and through June 30, 2014.

Section B: School Board Governance and Operations

Aspen Ridge acknowledges and will abide by all requirements of a public Charter School board. Many of the policies in Section B are specific to the SVVSD Board. Aspen Ridge will operate under all applicable State Statutes and Robert's Rules of Order, Newly Revised, as well as the Aspen Ridge Bylaws, to ensure compliance with all necessary requirements.

Aspen Ridge will establish its own meeting schedule, ensure that agendas and minutes meet appropriate criteria, elect its Board and delineate their roles according to its bylaws, and determine its own process for creating and revising policies.

BBA – Board Powers and Responsibilities
BBAA – Board Member Authority and Responsibilities
BBBB – Board Member Oath of Office
BBBC/BBBD – Board Member Resignation/Removal from Office
BBBE – Unexpired Team Fulfillment/Vacancies
BBBG – Board Elections
BCAA – Gifting, Awards, Honorariums, and Sponsorships
BCAA-E – Gifting, Awards, Honorariums, and Sponsorships Guidelines
BDA – Board Organizational Meeting
BDB – Board Officers
BDC – Appointment of Secretary to the Board of Education
BDF (All) - Advisory Committees
BE/BEA/BEB – School Board Meetings/Regular Meetings/Special Meetings
BEC-E – Minutes of an Executive Session of the Board of Education of the St. Vrain Valley School District
BEDB – Agenda
BEDB-R – Agenda
BEDG – Minutes
BEDJ – Broadcasting/Taping of Board Meetings
BG – School Board Policy Process
BGA – Policy Development System
BGB – Policy Adoption
BGD – Regulations, Exhibits, and Procedures
BGE – Policy Communication
BGF – Suspension/Repeal of Policy
BIBA – Board Member Travel, Conventions, Workshops, and Other Expenses
BIBA –R - Board Member Travel, Conventions, Workshops, and Other Expenses
BK – School Board Memberships

Section C: General School Administration

Aspen Ridge will establish relevant criteria for recruitment and hiring of administrative staff, while complying with applicable laws protecting employee rights and equal protection provisions. In conjunction with the Administrator, the Aspen Ridge Board will assign staff to positions where they can best contribute to the Charter School's educational mission and will implement policies that it deems necessary and best suited specifically to the Charter School.

CA - Administration of Goals/Priority Objectives
CFBA – Evaluation of Evaluators
CH - Policy Implementation
CHCA – Handbooks and Directives
CHD – Administration in the Absence of Policy

Section D: Fiscal Management

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The Aspen Ridge Board understands the critical nature of sound fiscal management and will meet all prescribed timelines as agreed upon with the Sponsoring District including those for monitoring and audit purposes. The policies delineated in Section D of the Sponsoring District's policies are for the fiscal management of an entire Sponsoring District whereas the Board of Aspen Ridge has established fiscal policies that are better suited for use by a smaller program such as Aspen Ridge. Aspen Ridge has developed a set of Fiscal Policies and Procedures that were included in the charter application as approved by the Sponsoring District. The Charter School will continue to revise, update and establish new policies and procedures for its own business practices in accordance with federal and state law.

The Aspen Ridge Board will determine its budget and associated processes for its preparation, participation in grants (unless in conjunction with the Sponsoring District – at which point it will follow Sponsoring District guidelines), its banking policies and procedures, purchasing policies and procedures, appropriate reimbursements for its employees, and options to provide employees for investing retirement funds. In addition, all equipment the Charter School purchases will be purchased and sold with guidelines established by the Charter School.

DB (All) - Annual Budget, etc.
DD (All) – Grants Management, etc.
DGA/DGB - Banking Services/Authorized Signatures/Check -Writing Services
DJ (All) – Purchasing Authorization, etc.
DKC/DKC-R-1 – Employee/Expense Authorization Reimbursement
DLB/DLB-R – Retirement Plans
DN/DN-R - School Properties Disposition

Section E: Support Services

Aspen Ridge thoroughly understands the need for appropriate and solid support services including food services, data management for student information, and for the use of technology in its program. To that end, Aspen Ridge will develop policies that meet the needs of the Charter School in conjunction with all applicable state law. Such policies will be in place prior to the start of the school year.

The Charter School will not provide transportation for its students, rather transportation will be provided by parents. The Charter School may elect to provide this service in the future, or to contract with the Sponsoring District for transportation services for field trips or other special events. The Aspen Ridge Board has not yet decided which food program it will offer its students and will explore contracting with the Sponsoring District for this service. Regardless of the chosen meal vendor, Aspen Ridge will apply for sponsorship of the National School Lunch Program so that students, who qualify, may receive lunch either free or at a reduced cost. Care will be taken to protect the confidentiality of the students in the program.

EBCE - School Closings and Cancellations
EEA - Student Transportation
EEAA - Walkers and Riders

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EEAC - Bus Scheduling and Routing
EEBA - School-Owned Vehicles
EF - Food Services
EFAA - Use of Surplus Commodities
EFC - Free and Reduced lunch
EFC-R – Free and Reduced-Price Food Services
EFC-E – Parent/Free and Reduced-Price Meals (Spanish Version)
EH – Data Management
ED-R – Data Management
EHC – Technology, Access and Digital Communication
EHC-R – St. Vrain Valley School District Terms, Conditions and Responsible Use Guidelines
EHC-E-1 – Responsible Use Guidelines for Technology, Access, and Digital Communications (Staff)
EHC-E-2 – Student Responsible Use Guidelines for Technology, Access, and Digital Communication

Section F: Facilities

Section F of the Sponsoring District's policies relate to facilities. These policies are considered Automatic SVVSD Policy Waivers.

Section G: Personnel

Section G of the Sponsoring District's policies relate to personnel. The Charter School will adopt policies which comply with all pertinent federal laws and which specify and ensure rights, privileges, and protections for its employees, including equal employment opportunities, freedom from discrimination and harassment as well as a safe, tobacco -, drug- and alcohol -free work environment.

Compensation and employment terms will be established and approved by the Aspen Ridge Board. All staff employed by the Charter School will be considered "at will" employees in the sense that either the employee or the Charter School will be able to terminate employment, with or without cause. The Charter School will determine its own calendar and workday schedules and will determine its own staffing needs, recruitment, and hiring procedures. The Charter School will also enact its own salary schedules and benefit package, subject to the statutory requirement that employees of a Charter School be members of PERA.

All of Section G is considered Automatic SVVSD Policy Waivers with the exception of GBA and GBAA by which Aspen Ridge will abide.

Section H: Negotiations

Section H of the Sponsoring District's policies relate to Negotiations. These policies are considered Automatic SVVSD Policy Waivers.

Section I: Instruction

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Section I of the Sponsoring District's policies relate to Instruction. These policies are considered Automatic SVVSD Policy Waivers with the exception of IKF and ILBB by which Aspen Ridge will abide.

Pursuant to statutory authority, the Charter School will design its own educational program and curriculum. The vision, mission, and educational philosophy are directed by the Aspen Ridge Board and will impact curriculum design, implementation, and review which will occur in an ongoing process. Aspen Ridge will work with the Sponsoring District to ensure the content standards of its curriculum meet or exceed those of the Sponsoring District. The Charter School may wish to develop alternative assessments to those the Sponsoring District employs. In addition, Aspen Ridge reserves the right to determine policies concerning field trips, volunteers, parent and staff conferences, and similar activities.

Section J: Students

Aspen Ridge will establish many of its own policies for its students with health and welfare being of the utmost importance and in compliance with all state law. Aspen Ridge has established policies for admissions, attendance, conduct, discipline, and school-related activities. The Charter School reserves the right to establish its own student dress code and intends to align its discipline procedures with those set forth by the Sponsoring District. The right to expel a student is reserved by the Sponsoring District, to which the Charter School will make referrals. Further, the Charter School will not use corporal punishment.

There are a number of Automatic SVVSD Policy Waivers in Section J and those are identified in parentheses in the list below:

JC - School Attendance Areas (Considered an Automatic SVVSD Policy Waiver)
JC-R - Determination of a Student's School Attendance Area (Considered an Automatic SVVSD Policy Waiver)
JCAA - School Districting/Redistricting (Considered an Automatic SVVSD Policy Waiver)
JF (All) - Student Admissions and Denial of Admissions/Open Enrollment/Appeals
JGA - Assignment of New Students to Classes and Grade Levels (Considered Automatic SVVSD Policy Waiver)
JGA-R – Assignment of New Students to Classes and Grade Levels
JH (All) - Student Absences and Excuses
JH/JHB/JHD (Considered Automatic SVVSD Policy Waivers)
JI (All) – Student Rights and Responsibilities, etc. (Considered Automatic SVVSD Policy Waivers)
JJ (All) – Student Activities, etc. (Considered Automatic SVVSD Policy Waivers)
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JK (All) - Student Discipline, etc. (Considered Automatic SVVSD Policy Waivers)
JLCF – School Nurses
JLCF-R - School Nurses
JLD – School Counseling Programs
JLID/JLIE – Student Bicycle/Automobile Use and Parking
JLIF – Use of Safety and Security Technologies

JLIF-R – Use of Electronic Recording Equipment to Monitor Student Behavior
JM/JM-R – Student Awards, Honors and Scholarships (Considered Automatic SVVSD Policy Waivers)
JO – Employment of Students (Considered Automatic SVVSD Policy Waivers)
JP – Student Donations and Gifts (Considered Automatic SVVSD Policy Waivers)
JQ – Student Fees, Fines and Charges (Considered Automatic SVVSD Policy Waivers)

Section K: School-Community-Home Relations

Aspen Ridge will establish its own policies concerning fundraising and advertising activities. The Aspen Ridge Board will hear and handle all parental complaints about the Charter School's academic program and instructional resources.

KE (All) - Public Concerns and Complaints, etc.
KF (All) – Community Use of School Facilities, etc.
KH (All) - Public Gifts to Schools (Considered an Automatic SVVSD Waiver)
KLB – Relations with Election Authorities (Voter Registration)
KLG – Relations with State Agencies
Policy Section L – Education Agency Relations
LDA – Student Teaching and Internships
LDA-R – Student Teaching and Internships

Policy Section L – Education Agency Relations

LDA – Student Teaching and Internships
LDA-R – Student Teaching and I

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EXHIBIT B

ASPEN RIDGE PREPARATORY SCHOOL

OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION

RATIONALE: Aspen Ridge Preparatory School is committed to recruiting and retaining a diverse student population that represents the cultural, ethnic and socio-economic diversity within the Erie area. The founders of Aspen Ridge believe that diversity is an important element for the school that will enrich the educational experience for all of its students. This outreach plan encompasses the two themes of Communication and Accessibility.

Communication:

1. The outreach materials will be directed toward two populations:
   (a) Free/reduced lunch eligible (FRL) students AND
   (b) Students who are classified members of one of the ethnic minority groups whose enrollment is tracked by the District.
2. We will provide the free/reduced lunch eligible application (as provided to us by the District) as part of the enrollment process.
3. We will work to craft outreach materials which are specifically tailored to appeal to each of the groups above (free/reduced lunch eligible and racial/ethnic minorities.)

Goal	Activities	Person Responsible	Timeline
ARPS will implement outreach activities specifically targeting the FRL population	• Distribute flyers to every home within the Erie area. • Display enrollment information on posters with school information in community locations (Library, Community Center, etc.) • Hold Information Sessions prior to and during Open Enrollment window. • Advertise the school and enrollment in local media.	ARPS Administration/Board of Directors	Ongoing
ARPS will implement outreach activities specifically targeting the	• Establish and maintain relationship with organizations such as the local YMCA, Erie Community Center, Erie Chamber of Commerce		

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racial and ethnic minority student population			

Accessibility:

1. ARPS will work to minimize transportation barriers, since free bus service will not be available to students.
2. ARPS will work to minimize language barriers. Demographics indicate that the two dominant languages in the area are English and Spanish. After enrollment, ARPS will support these students in the manner described in its application and will provide programs similar to those provided by the District.
3. ARPS will work to minimize financial barriers for students and will follow the District's procedures for assessing eligibility for waiving required fees.

Goal	Activities	Person Responsible	Timeline
ARPS will support parents in finding viable methods for getting students to and from school.	• Parent volunteers will work with families to arrange carpool solutions. • ARPS will investigate carpool software programs such as carpoolworld.com and Ride Arrangers to match families with a carpool solution for getting their child(ren) to and from school. ARPS will provide parent tutorials on the use of this product. • Provide information about public transportation available in the area.	School Access Parent Volunteers ARPS Administration	August 2011-Ongoing
ARPS will support parents' access to the school by reducing the	• Printed outreach materials will be printed in English and Spanish (the dominant second language within the area.) • Provide a Spanish	ARPS Administration/Board of Directors	Ongoing

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language barriers that prevent understanding of enrollment and attendance information.	speaker/translator when necessary. • Provide all website information in 57 languages including English and Spanish via Google translate. • Enrollment documents available for downloading will be presented in both English and Spanish. • Provide Spanish-language announcements on local Spanish radio station(s), if possible.		
ARPS will support families in covering direct and indirect costs of enrolling their children in our school.	• Research and apply for grants that will help fund full day Kindergarten access for all students free of charge. • Donate 10% of all school fundraising efforts to scholarships for qualifying families to waive fees and provide for full day Kindergarten access at no cost. • Provide daily lunch service for students, enabling access to FRL meals to qualifying students.	ARPS Board of Directors	Ongoing

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~~EXHIBIT C~~

~~PLAN FOR ENGLISH LANGUAGE LEARNERS~~

~~Some students enrolled at School will be English Language Learners (ELL). School will employ an ELL specialist to work with students who need ELL services. Students with a need for ELL services will be placed in the regular classroom for the majority of the day. They may be pulled out to work one on one or in a small group on their English language skills on an occasional basis. It is a goal of School to be an inclusive environment. With full immersion in an English language program, ELL students will flourish, learning skills from their peers and teachers, while still having the support of an ELL specialist.~~

~~School will comply with all required aspects of monitoring, assessing, and ensuring growth of students in the area of language acquisition. The goal will be to create a learning environment whereby all English Language Learners achieve the same challenging grade level standards as native English speaking students. Through a small school environment focusing on individualized and personalized attention via PEP, differentiated instruction, ability grouping, and the RtI process, this goal is attainable. Students' progress in acquiring English proficiency will be determined by using the California English Language Assessment (CELA) to assess listening, speaking, reading, writing, oral language and comprehension.~~

~~The CELA Placement Test will be initially administered to any student new to School or District who has been identified by a home language survey as having a primary home language other than English and has not been previously assessed with the CELA. Annually, the CELA Proficiency Test will be administered to those students identified by the Placement test as Non-English proficient (NEP) or Limited-English proficient (LEP) and are receiving program services.~~

~~School will implement the following curricular plan to meet the needs of its ELL students:~~

- ~~All teachers will know the classification levels of ELL students assigned to their classroom for instruction.~~
- ~~Colorado's ELD Standards for listening, speaking, reading, and writing will be used as a guide to instruct students on a daily basis.~~
- ~~Differentiated instruction and ability grouping will be used in an inclusive setting.~~
- ~~Cooperative learning activities and instructional strategies embedded in SFA Reading programs will enhance instructional opportunities with ELL students.~~
- ~~On Our Way to English, published by Rigby/Harcourt will be implemented for direct ELD instruction in a pull-out format.~~
- ~~Progress will be monitored with the goal of one level progress per year through the process of attaining fluency.~~
- ~~Student support will be based upon parent participation/opinions, two measurable indicators and a recommendation from the teacher based upon academic achievement (e.g. TCAP (proficiency level), CELA scores, and a classroom achievement grade of a B or higher).~~

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~~With regard to School's general curriculum program, the Success for All Foundation has conducted research and developed materials to provide schools with resources to meet the challenges of their linguistically and culturally diverse populations. Cooperative learning, a teaching methodology at the core of all SFA programs, is ideally suited to the need of ELL students. Students work with teams to study and learn together, practice skills, and exchange roles as teachers and learners. These small groups provide a "safe place" for ELL students to interact with their peers, practice language, and work on academic tasks. Systematic, daily contact with native speakers provides the invaluable, authentic language practice that is necessary to truly acquire language.~~

~~The research-based curriculum materials developed by the Success for All Foundation also include ELD strategies built into each lesson. There are no separate ELL lessons that require special grouping, additional teachers/aides or alternate assessment measures. Lessons are structured so that ELL students are studying material on their grade level with native English speakers but still receiving the support they need to make the lessons comprehensible. Keeping students at a challenging level while providing targeted assistance enables them to achieve at the same rate as other students.~~

~~There are a range of supports in place. Reading materials identify important vocabulary for ELL students in each lesson, and suggest different ways of presenting it to ensure comprehension (proven techniques such as Realia, TPR, pantomime, and choral response are all used). Curriculum support materials such as colorful vocabulary cards, puppets, and letter-blending cards provide strong visuals to aid in retention of new vocabulary and concepts. Assessment measures help pinpoint problem areas in vocabulary, oral language production and comprehension so these skills can be addressed directly, depending on the needs of individual students. Videos and DVDs, created exclusively for ELL students (but beneficial and enjoyable for all students) address important skills such as phonemic awareness, letter sounds, sound blending, vocabulary development, and specific reading strategies and skills (reading with fluency, making predictions, and monitoring for meaning and others).~~

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EXHIBIT C

ENROLLMENT PROCEDURES

Enrollment preferences. Enrollment preferences will be given to the following types of students:

a. Siblings of students already enrolled in the School will be automatically enrolled according to space availability;
b. Children of founding families, Charter Board member's and School teachers' children, not to exceed 20%;
c. All other students living within District boundaries.

Selection method. When the number of applicants exceeds the number of spaces available, students will be selected by a random lottery, taking into consideration the enrollment preferences described in Section 6.5. If additional spaces become available after the initial selection, students will be offered admission based on their order on the waiting list. Any spaces available after all students on the waiting list have been offered admission will be filled on a first-come, first-served basis. Waiting lists are not maintained from year to year: students on the waiting list who are not offered admission and wish to be considered for admission the following year must submit a new application.

Enrollment timeline and procedures. The School may establish its own enrollment timeline and procedures subject to the following conditions:

a. Prior to submitting an application for admission parents and students will be encouraged to attend an informational meeting about the School.
b. The School will make clear at meetings and in written information provided along with the application that any student residing in Colorado who meets the eligibility requirements described in Section 6.4 may apply, although admission is based on the preferences listed in Section 6.5.
c. The School will begin publicizing the availability of student positions at the School at least two months prior to the date of the lottery.
d. The lottery will be held no earlier than January 15 and no later than February 15 of the year for which enrollment is being selected.
e. Based on space availability, the School will continue to accept students from its waiting list or, if the waiting list is exhausted, from parents submitting applications after the deadline for the lottery up until October 1. The School may accept students after October 1 at its discretion following the District's administrative transfer process.

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EXHIBIT D

~~GOALS and OBJECTVIES~~UNIFIED IMPROVEMENT PLAN

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EXHIBIT E

DISTRICT ACCREDITATION INDICATORS

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EXHIBIT F

EDUCATIONAL PROGRAM CHARACTERISTICS

Program Characteristics. The School shall implement and maintain its educational program as set forth in Section D of its original Application, including the following characteristics, subject to modification with the District's written approval:

a. Average class size will be 20 students for kindergarten through second grade and 24 students for third through fifth grades, with no single class to exceed 27;
b. Students will complete annual projects that will incorporate what they learned during the year within each of the Aspen Ridge Trailways; Technology Trail, International Trail, Nature Trail, and Personal Development Trail;
c. The School will collaborate with parents to develop a Personal Education Plan for each student;
d. Students will participate in *Success for All* Reading for a ninety minute block daily;
e. Students will participate in an enrichment class on a daily basis, which will include art, music, , physical education, world cultures , and technology.;
f. The School will hold conferences with parents at least twice per school year.;
g. The School will establish a School Advisory Committee which will monitor student achievement among other duties;
h. Students will wear uniforms.

Maximum and minimum enrollment. The School and the District agree that during the term of this Contract, the School's total funded enrollment shall be no more than 264 student FTEs. This limitation on the number of enrolled students is acknowledged by the School and the District in order to ensure that the School will be able to offer a quality program for its students to be able to academically succeed and to maintain the small school environment focus as presented in the Application. The school agrees to maintain an enrollment sufficient for financial viability.

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~~The goals of the School will be as follows:~~

- ~~Annually, increase the percentage of students reading on grade level in grades K-3 and ensure that each student not on grade level has an ILP in place.~~
- ~~Improve the reading achievement of students in grades 3-5 by a minimum of 2% per year as measured by the CSAP Reading Assessment.~~
- ~~Improve the math achievement of students in grades 3-5 by a minimum of 2% per year as measured by the CSAP Math Assessment.~~
- ~~Improve the writing achievement of students in grades 3-5 by a minimum of 2% per year as measured by the CSAP Writing Assessment.~~
- ~~Increase the school growth rate for achievement of students maintaining one year's growth (i.e. keeping up) by a minimum of 2% per year as measured by the Colorado Growth Model.~~
- ~~Decrease the rate of students performing below proficiency (i.e. "needing to catch up") by a minimum of 2% per year as measured by the Colorado Growth Model.~~
- ~~Decrease the achievement gap for any statistically significant sub-group demonstrating an achievement gap during the baseline year by decreasing the number of students performing below proficiency by 12% through the 3 year term of this charter.~~
- ~~Improve the percentage of students meeting all their PEP goals by 5% each year.~~
- ~~Demonstrate one-hundred percent of students completing annual presentations and/or projects on each of the Aspen Ridge Trailways: Technology Trail, International Trail, Nature Trail, and Personal Development Trail.~~

~~The School will meet or make reasonable progress toward the following objectives:~~

- ~~CSAP. Student results, including student achievement and the Colorado Growth Model, on state-required assessments shall equal or exceed results for schools serving comparable students district-wide.~~
- ~~The School shall administer the Success for All 4Sight (or Roots Assessment), G-MADE, and PALS at least twice each year. These diagnostic and progress monitoring assessments are for the purpose of focusing instruction to maximize student growth. Seventy-five percent (75%) of students assessed will meet or exceed academic growth for students with demographic characteristics similar to students at the School.~~
- ~~Parent and Student Satisfaction. Parent and student satisfaction with the educational program at the School will be at least 90% based upon the respondents to various student and parent surveys jointly agreed upon by the School and the District.~~
- ~~Maintain a student attendance rate of 95% or above for each year of operation.~~

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EXHIBIT G

PLAN FOR ENGLISH LANGUAGE LEARNERS

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EXHIBIT H

ADDITIONAL SERVICES AGREEMENT

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
CARBON VALLEY ACADEMY

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
CARBON VALLEY ACADEMY

This Contract is made and entered on June ~~13~~19, ~~2012~~ 2013 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district hereafter referred to as the "District" and the **CARBON VALLEY ACADEMY**, a Colorado non-profit corporation hereafter referred to as the "School".

RECITALS

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

WHEREAS, the School District Board of Education, hereafter referred to as the "Board," previously approved an application for School as a District charter school ~~for the 2005-06~~ through ~~2022~~2019-~~23~~20, school and fiscal years and entered into successive charter contracts for the operation of such school;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants, and payments herein described, the parties agree as follows:

1. DEFINITIONS. The following words and phrases used in this Contract shall have the following meanings:

School shall mean the Carbon Valley Academy of Frederick, Colorado.

Charter Board shall mean the Carbon Valley Academy Board of Trustees.

Act shall mean the Charter Schools Act, C.R.S. §22-30.5-101 and following.

Administrator shall mean the principal of the School.

Application shall mean the School's application for a charter school dated August 31, 2004 and renewal application dated November 30, 2007.

Board or Board of Education shall mean the District's Board of Education.

CFO shall mean the District's Chief Financial Officer.

Contract shall mean this Charter School Contract between the District and the School dated June ~~13~~19, ~~2012~~2013.

C.R.S. shall mean Colorado Revised Statutes.

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TCAP means the Transitional Colorado Assessment Program.

Days shall mean those days when the District's Educational Service Center is open for business.

Department shall mean the Colorado State Department of Education.

District shall mean the St. Vrain Valley School District RE-1J, Boulder, Broomfield, Weld and Larimer Counties, State of Colorado.

Finance Act shall mean the Public School Finance Act of 1994, C.R.S. §22-54-101 and following, as amended, or its successor.

General Assembly shall mean the Colorado General Assembly.

Governmental Immunity Act shall mean the Colorado Governmental Immunity Act, as amended, C.R.S. §24-10-101 and following.

IEP shall mean Individualized Education Program.

Material Breach shall mean a violation of this Contract which is substantial and significant and which will excuse the non-breaching party from further performance of this Contract.

Open Meetings Law shall mean the Colorado Open Meetings Law, as amended, C.R.S. §24-6-401 and following.

Policies or the term "Policies and Regulations" shall mean those District adopted policies and implementing regulations that are of general applicability to all schools within the District except (a) those that are determined by the District, from time to time, to not be applicable to existing charters schools within the District; and (b) those policies and implementing regulations for which the School has been granted a specific waiver or waivers.

Public Records Law shall mean the Colorado Public Records Law, as amended, C.R.S. §24-72-204 and following.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

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2. ESTABLISHMENT OF SCHOOL

2.1 Term. This Contract is effective as of July 1, ~~2012~~ 2013 for a ~~one~~ three year period terminating on June 30, ~~2013~~2016. Should the parties be unable to reach agreement on all terms of a renewed contract by July 1 of a school year during the term of the charter granted by the Board, the provisions of this Contract shall continue to be observed pending such renewal. Regardless of length of term, contract may be subject to yearly amendments, addendums, or exhibit updates upon mutual agreement by all parties. Although this Contract may be for operation of the Charter School for a period in excess of one fiscal year, pursuant to Article X, Sec. 20 of the Colorado Constitution, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2 Charter school legal status. The School has incorporated as a Colorado nonprofit. Unless the parties agree otherwise in writing, the School will continue to operate as a Colorado non-profit corporation and will assure that its operation is in accordance with its articles of incorporation and bylaws. The School will notify the District promptly of any change in its corporate and/or tax exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School 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 part of the District. As such, the School is subject to Colorado laws and district Policies that apply to public charter schools unless waived in accordance with Section 5.5 of this contract. Further, the School is a public entity within the meaning of 24-10-106, C.R.S., and is therefore entitled to the protections of the Colorado Governmental Immunity Act.

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3. DISTRICT-SCHOOL RELATIONSHIP

3.1 District responsibilities and rights.

3.1.1 Right to review. The School will operate under the auspices of, and will be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this contract, all federal and state laws and regulations, Policies and Regulations. 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 will be open to inspection and made available to the District in a timely manner. Records include, but are not limited to the following:

a. School records including but not limited to student cumulative files, policies, special education and related services;
b. Financial records;
c. Educational program, including test administration procedures and student protocols;
d. Personnel records, including evidence criminal background checks have been conducted;
e. School's operations, including health, safety and occupancy requirements; and
f. Inspection of the facility.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities.

The School shall have the right to maintain as confidential from the District those School records to which such confidentiality attaches as a matter of law, including but not limited to: records of Charter Board executive sessions (subject to the Sunshine Act procedures for contesting such confidentiality); attorney-client correspondence and work product records of the School; records relating to School-District negotiations or negotiation strategies; and records relating to disputes between the School and the District. The School, through its Executive Director or the Charter Board may elect to disclose such confidential records to the District on a case-by-case basis, with or without District assurances relating to preservation of confidentiality, notwithstanding the rights noted above and without in any way impairing its right to assert confidentiality in future cases.

3.1.2 Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification will be made within ten Days of its receipt by the District and will include information about the substance of complaint taking into consideration any complainant's request for anonymity.

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3.1.3 School health or safety issues. The District will immediately notify the School of any circumstances requiring school closure, lockdown, emergency drills or any other action that may affect school health or safety.

3.1.4 Feedback about progress. Within sixty calendar days of receipt of the School's annual report completed pursuant to Section 3.2.4a of the Contract, the District will, at a minimum, provide information to the School about its status in relationship to the goals, objectives and accreditation requirements contained in Section 7.2.

3.1.5 Access to student records. Upon request, the District will timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School will use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and will not use student information acquired from the District for any other purpose.

3.1.6 Indemnification by District. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District agrees to indemnify and hold the School and the Charter Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. 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.

3.2 School responsibilities and rights.

3.2.1 Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system per section 10.4, and adhering to all provisions of the Public School Financial Transparency Act (22-44-304, C.R.S). In addition, the School will ensure that records for students enrolling in other Schools are transferred in a timely manner. ~~Financial records will be posted and reconciled at least monthly.~~ All records will be maintained at the School and will be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

3.2.2 Notification to District.

a. The School will notify the District Superintendent's Office within three Days (and other appropriate authorities) in the following situations:

1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law.
2. Any complaints filed against the School by any governmental agency.
3. Any incident on School property or at a School sponsored activity in violation of the School's gang activity policy.
4. When a student fails to attend all or part of any school day without authorization when the School has been notified in writing by the supervising court or probation/parole officer that the student is required to attend school.
5. Instances on or off School property of assault, disorderly conduct, harassment, knowingly false allegations of child abuse, or any alleged offenses under C.R.S. Title 18 by a student and directed toward a teacher or other School employee.
6. ~~Instances on School property of damage by a student to the personal property of a teacher or other School employee.~~

b. The School will immediately notify the District Superintendent's Office of any of the following:

1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
2. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
3. The arrest of any members of the Charter Board or employees of the School for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
4. Misappropriation of funds;
5. A default on any obligation, which will include debts for which payments are past due by sixty calendar days or more; or
6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) corporation, if applicable.
7. Any mandatory reporting requirements to the Department as set forth in 1 CCR 301-37, §15.00.
8. ~~When a school official or employee has reasonable cause to know or suspect that a child has been subject to abuse or neglect or who has observed the child being subject to circumstances or conditions which would reasonably result in abuse or neglect.~~

~~9.~~8. When there are reasonable grounds to believe an act that rises to the level of a Public Safety Concern as defined in the District's Boulder County Information Sharing Interagency Agreement has

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been perpetrated by a student or any adult on School grounds or at a School sponsored activity.

3.2.3 Compliance. The School will comply with all federal and state laws, local ordinances, and Policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and Policies in accordance with Section 5.5 below. The School shall report instances of significant property damage by a student to the personal property of a School teacher or other School employee and instances of child abuse as such reporting is required by applicable state statutes.

3.2.4 Reports. The School will timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates. Timely notification will be provided when due dates are changed. Failure to provide reports within ten Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 of this contract. Any report requiring data from the District will not be required from the school until 30 days after the data is actually received from the District. This reporting obligation may be fulfilled by sending a link to an electronic version of the report.

a. Accreditation/School Improvement – If the school participates in the CSSI (Charter School Support Initiative), the school will provide a copy of the report to the district. The school shall participate in the district/state Accreditation/School Improvement process and shall submit a Unified Improvement Plan (UIP) in the CDE format by the required deadline based on the school's assigned status from their School Performance Framework (SPF) and input from the CSSI report (if applicable). If deadlines are not met, it shall be considered a material breach of contract and the School shall have ten business days or such other time as the parties may agree to cure such breach.

b. Required financial reports (in pdf or Excel format, unless otherwise noted)
    a. Monthly, within 30 days of the end of the month:
        i. Trial Balance (in the District's prescribed Excel format)
        ii. Bank statement(s) and reconciliation(s) for Charter's main operating cash account(s)
    b. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    c. Annually, as specified:
        i. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        ii. Projected enrollment – March 15
        iii. Proposed Budget – April 15

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iv. Charter Board approved budget – June 30
v. Draft of annual audit with Trial Balance – September 15
vi. Final annual audit with Trial Balance – October 15
vii. Amended budget, or adopted budget if not amended, on CDE form – January 21

~~b. Required financial reports (including budget)~~
~~i. Projected enrollment – March 15~~
~~ii. Proposed Budget – April 15~~
~~iii. Charter Board approved budget – June 15~~
~~iv. Quarterly financial reports – within 30 days of the close of the quarter~~
~~v. Draft of annual audit – September 15~~
~~vi. Final annual audit – October 15~~
~~vii. Amended budget, or adopted budget if not amended, on CDE form – January 21~~

c. School calendar – Due on April 15 provided the St. Vrain Valley School District calendar is approved by the Board of Education by March 15.~~– April 15~~

d. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – May 31

e. Governance information including Charter Board (i.e., names/ contact info, terms and signed Board Member Certification Forms or Board of Director's Agreements) – August 31

f. Insurance certification – August 31

g. Summary Listing of Human Resources/Personnel Information in mutually-agreed format – September 15

The District HR department will retain information on School personnel as outlined below. For any new employees hired or for any personnel changes made, all applicable forms, reports, and transcripts must be updated or submitted to HR within 10 business days of the date of hire or change.

a. Copy of active license waiver on file with the Colorado Department of Education (if applicable)
b. Completed CDE Employee Data Collection Form
c. All college transcripts from all degrees obtained for all licensed personnel
d. Copy of any content exam results (if applicable)
e. Copy of Colorado Teaching License (if applicable)

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The School and the District's HR department will mutually sign off on any new information submitted once it is deemed complete. The School agrees to work with the District to provide any additional personnel information in order to meet any actual additional or unexpected reporting requirements or inquiries from the Colorado Department of Education or other Federal or State governmental authorities.

f.

3.2.5 Indemnification by School. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School agrees to indemnify and hold the District and its Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. 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.

3.3 Procedures for contract amendments. The party requesting the change shall send written notice to the other party in accordance with Section 13.8. The receiving party will have sixty calendar days to review and act upon the proposed changes. If the receiving party does not act on the proposed changes within this time period, the changes will be deemed to have been accepted. The parties agree to not unreasonably withhold accepting proposed changes to this Contract.

3.4 District – School dispute resolution procedures. All disputes arising out of the implementation of this Contract will be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided~~, or unless otherwise agreed upon~~.

a. In the event of any dispute or claim arising under or related to this Contract, the parties shall use their best efforts to informally settle such dispute or claim through good faith negotiations with each other.

b. If such dispute or claim is not settled through such negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through informal negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado, or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 30 days following either party's written request therefore.

c. If such dispute or claim is not settled through mediation, then either party may, within 5 days of conclusion of mediation, request in writing to the other party arbitration to be held in Longmont, Colorado. Within one week of receipt of such request, -the authorized representatives of the parties will attempt to agree upon an arbitrator. If they reach no agreement within three days after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.

d. The arbitrator will conduct a hearing limited to the issues raised in the notice. The arbitrator will have authority to make procedural rules and will issue a report to the parties within 10 calendar days after the close of the hearing. Such report will contain findings and a decision if binding arbitration was selectedfinal and binding decision, provided that the arbitrator is not authorized to modify, add to or subtract from this agreement.

e. Waiver. Failure to file notice within the times specified or failure of a party to advance the process within the times specified, will be deemed a waiver of any further 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, provided that the parties may agree in writing to extend any of the time limits for a specified period.

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

g. During the entire period of negotiations, mediation, arbitration, and possible appeal, the District shall not enforce its remedies set forth herein.

g. During the entire period of negotiations, mediation, and arbitration, the District shall not enforce its remedies set forth herein.

3.5 Other remedies. If the School is in violation of 22-30.5-110 (3), C.R.S., state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.2. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

Prior to applying a remedy other than 3.5 ~~(b)~~.2 below, the District will send a notice of breach and provide the School with an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the School to contest the deficiency, a reasonable timeframe for remedying the deficiency, and the expected results.

1. Withholding of some or all of the funds due to the School until compliance occurs. This remedy may be applied in situations to include failure to submit reports listed in Section 3.2.4 by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4.

2. 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 District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, apply to the Commissioner of Education to take immediate control of the School pursuant to the Charter Schools Emergency Powers Act, CRS 22-30.5-701, et seq. and 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. Any relief granted by the Commissioner may continue during the pendency of any dispute resolution process with respect to any alleged breach.~~Notwithstanding any other provision of this Contract, in the case of any breach which the District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, apply to the Commissioner of Education to take immediate control of the School and 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. Any relief granted by the Commissioner may continue during the pendency of any dispute resolution process with respect to any alleged breach.~~

3. Notice of breach and development of a plan to correct the deficiency(ies). This remedy will be initiated by a letter from the District containing all of the information in Section 3.4b. In addition, the letter will require the School to prepare a plan to remedy the deficiency, submission of the plan to the District for review and comment, revisions to the plan by the School at its discretion, and approval of the plan by the Charter Board to include a statement that directs the School's staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

4. Escalating Notifications. For minor issues of non-compliance, a notification will be sent to the relevant parties involved, requesting resolution. If non-compliance continues, the District reserves the right to sequentially escalate notifications to the Charter administration, the Charter Board, and, upon Board action, to families of enrolled students of the charter school, in that order.

5. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.4.b occurs, the District may, upon Board action, require the school to:
    a. Use the District's prescribed financial accounting system for the tracking and reporting of all school financial operations at the school's cost, and/or
    b. Use the District's prescribed auditing firm for the school's year-end financial audit at the school's cost.

3.6 District violations of charter school law or contract. If the School believes that the District has violated any provision of this Contract or charter school law, the School will send the District notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the District to contest the deficiency, a reasonable time frame for remedying the deficiency, and the expected results. If the District does not remedy the violation, the School may initiate the dispute resolution procedures outlined in Section 3.4.

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4. SCHOOL GOVERNANCE

4.1 Governance. The School's articles of incorporation and bylaws will not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies will provide for governance of the operation of the School in a manner consistent with this Contract. The articles of incorporation and bylaws shall be filed with the District. The Charter Board will operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body will be made in accordance with the procedures described in Section 2.2 of the Contract and shall be filed with the District.

4.2 Corporate purpose. The purpose of the School as set forth in its articles of incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, Sections 22-30.5-101, et seq., C.R.S., and appropriate ancillary activities.

4.3 Transparency. The School will make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and will conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.

4.4 Complaints. The School will establish a process for resolving public complaints, including complaints regarding curriculum, which will include an opportunity for complainants to be heard. The final administrative appeal will be heard by the Charter Board, not the District's Board of Education.

4.5 Contracting for core educational services. Unless otherwise agreed in writing by the District, the School will not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This will not prevent the School from engaging independent contractors to teach selected, specific courses.

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5. OPERATION OF SCHOOL AND WAIVERS

5.1 Operational powers. The School will be fiscally responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing or purchasing facilities for School purposes (subject to Board approval); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. All such operational powers of this paragraph shall be subject to Colorado law, including, but not limited to, Article X, Section 20 of the Colorado State Constitution.

5.2 Transportation. Any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School. The District is not delegating the authority to impose a transportation fee.

5.3 Food services. If requested to do so by the School, and feasible for the District to do so, the District will provide free and reduced price meals to needy students in a manner determined by the District and in accordance with Policies and applicable federal and state law. If a lunch program is offered by the School that is not part of the District program, the School shall provide, at its costs, free and reduced priced meals to needy students in accordance with Policies and Regulations and applicable federal and state laws.

5.4 Insurance. The School will purchase insurance protecting the School and Charter Board, employees (including non-compensated student teachers and students participating in a supervised non-compensated internship), volunteers, and the District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability (including owned, hired and non-owned vehicles) insurance. The School will also purchase a bond or crime insurance and property insurance covering buildings, contents, and equipment breakdown, where applicable. The School will also purchase statutory workers' compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District 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 District. The Colorado School Districts Self Insurance Pool (CSDSIP) is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 31. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without 30 days prior written notice by certified mail, return receipt requested, given to the District's Risk Manager. The School will notify the District's Risk Manager within ten 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.~~The School will~~

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~~purchase insurance protecting the School and Charter Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School will also purchase crime insurance and property insurance covering contents and equipment breakdown. The School will also purchase statutory workers' compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District 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 District. The Colorado School Districts Self Insurance Pool is preapproved. and the School shall provide certificates of insurance to the District's Risk Manager by August 31. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without prior written notice by certified mail, return receipt requested, has been given to the District's Risk Manager. The School will notify the District's Risk Manager within ten 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.~~

5.5 Waivers.

1. Automatic waivers. The District agrees to seek waiver from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers.

   The School will be granted certain waivers from Policies and Regulations upon approval by the Board of acceptable replacements.

   The District will grant automatic waivers that are necessary or appropriate when a statute, rule or policy by express terms does not apply to a charter school or the District, through the Contract, has delegated this authority to the School.

2. Additional waivers. The Board agrees to jointly request waiver of state law or regulation, in addition to those automatically granted, if the Board first approves that request. Board approval of requests to waive State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

3. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty calendar days to review the request and, thereafter, will present the matter before the Board at its next regular meeting. The Board will, unless otherwise agreed by the parties, have

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thirty calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of Board-approved Policies and Regulations may be granted only to the extent permitted by state law. In the event the Policy or Regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board approval of requests to waive either Policies or Regulations or State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

4. Compliance assurance. The School will take reasonable steps to assure that staff at the School, members of the Charter 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 Policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Policies.

5. A list of all waivers is included as **Exhibit A**.

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6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through grade ~~12~~8, including other ancillary activities, such as preschool.

6.2 Student demographics. Students shall be considered for admission into the program as specified in Section 6 and without regard to race, creed, color, sex, gender orientation, national origin, religion, ancestry, disability, or need for special education services. The School shall have and implement a recruitment and enrollment plan, attached as **EXHIBIT B**, that ensures that it is open to any child who resides within the District, and has a diverse student population, which includes, but is not limited to, enrolling a percentage of students that are eligible for free/reduced lunch which is consistent with District averages, taking into account the demographics of other public schools within reasonable proximity to the School. The School shall make reasonable progress toward this goal.

6.3 Eligibility for enrollment. The School will limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. §22-33-106 (3)(f) in another district school.

6.4 Enrollment preferences, selection method, timeline, and procedures. Enrollment preferences, selection method, timeline, and procedures are described in **EXHIBIT C**.

6.5 Admission procedures. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

1. Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP, if any.

2. If the applicant has an IEP, the IEP will be provided to the School's special education teacher immediately upon request.

3. When an applicant has an existing IEP, prior to the decision to admit or deny admission, a review team consisting of the Administrator or designee, the School Special Education Teacher, and a District representative will review the IEP, and if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the provision of services as stated on the IEP can be provided by the School. If any or all of the review team members question the ability of the School to deliver the required services, the District representative will convene a complete IEP team to make the final determination. If the determination by the full IEP team is that the IEP cannot be fully implemented at the School and

therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Student Services, along with parents, will participate in the IEP Team meeting at the School.

4. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

5. Admission of applicants with an IEP will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP from his/her previous school will be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, including the same or comparable services set forth in the IEP, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP team review meeting is held and the IEP is either adopted or changed; and (ii) for out of state transfers into the District, the School conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.

~~**6.5 Admission procedures**. To ensure that the needs of students with disabilities are met, the following procedures must be followed:~~

~~1. Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP or Section 504 Plan, if any.~~

~~2. If the applicant has an IEP or Section 504 Plan, the IEP or Section 504 Plan will be provided to the School's special education teacher immediately upon receipt.~~

~~3. When an applicant has an existing IEP, prior to the decision to admit or deny admission, a screening team consisting of the Administrator or designee, the School special education teacher, and a District representative will review the IEP, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination whether the services and space available at the School are sufficient to deliver the program required by the IEP If the screening team cannot reach consensus, the District representative will convene a complete IEP team to make the final determination.~~

~~4. When a student with disabilities who has been placed in a center-based program by an IEP Team or who has intensive service needs as~~

~~identified by an IEP Team applies for admission into the School or a program that does not have the staff or services available to meet the needs as identified on the IEP, the District's Executive Director of Student Services, or designee, will convene the IEP Team meeting. The School's acceptance of the student's application for admission is contingent upon the determination by the IEP Team that the student can receive a Free Appropriate Public Education (FAPE) in the least restrictive environment at the School, with or without reasonable modification . If the determination is that the IEP can not be fully implemented at the School and therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School, together with a representative from the District's Department of Student Services will participate in the IEP Team meeting at the School.~~

5. ~~Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.~~

6. ~~Admission of applicants with an IEP will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP from his/her previous school will be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, including the same or comparable services set forth in the IEP or Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is either adopted or changed; and (ii) for out of state transfers into the District, the District conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.~~

7. ~~A student who is admitted with a Section 504 Plan from his/her previous school will be provided with the same accommodations or comparable accommodations until such plan is modified pursuant to applicable federal and state regulations.~~

6.6 Participation in other District programs. No student may be jointly enrolled in the School and another District school or educational program without the written permission of the District and the School. Such written permission will include the manner in which the costs of instruction will be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement will be deemed payment for a purchased service under the Charter School Act. No student will be entitled to instructional time that would be

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more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full time funding at one or both schools. If no written agreement is reached, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.

6.7 Non-resident admissions. Subject to its enrollment guidelines, the School will be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, Policy and this Contract. If the School has more applicants than it has space, preference will be given to those students who reside within the District, and then to students who ~~are new to~~ reside outside the District. Once accepted for enrollment, a non-district resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.8 Student movement after October 1. After October 1, the School agrees to use the standard District administrative transfer process. Requests for transfer to a District school will not be unreasonably denied.

6.9 Expulsion and denial of admission. The statutory authority to expel students will remain with the District. However the Charter Board shall have the authority to remove students from the School, on the statutory grounds for which expulsion is permitted, and shall be delegated authority to conduct initial stages of the expulsion process, as follows: The Charter Board is hereby delegated the power ordinarily exercised by the executive officer under 22-33-105(2)(c), C.R.S., and may designate a hearing officer to render findings of fact and recommendations. Following a hearing, the Charter Board shall issue its confidential written opinion and convey that to the District. The Charter Board's confidential written opinion shall be final as to the removal of a student from enrollment in the School. If the student is removed by the Charter Board, the Board shall render a separate decision on whether such removal is also an expulsion under 22-33-105. C.R.S.

Any general education services required by law to be provided to suspended or expelled students will be the sole responsibility of the District, in cooperation with the School. Any special education and related services required by law to be provided to suspended or expelled students will be the sole responsibility of the District.

A student may be denied admission pursuant to 22-33-106, C.R.S.

6.10 Continuing enrollment. Pursuant to Colorado state law, students/parents who choice into the School will remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-district transfer procedures.

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7. EDUCATIONAL PROGRAM

7.1 Vision and mission. The vision and mission statements set forth in Section A of the Application are hereby accepted by the District to the extent they are consistent with the principles of the General Assembly's declared purposes for enacting the Act as set forth in C.R.S. §22-30.5-102(2) and (3).

7.2 Unified Improvement Plan. The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in the School's Unified Improvement plan (UIP) attached as **EXHIBIT D**.

~~**7.2 School goals and objectives**. The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in **EXHIBIT D**.~~

7.3 District Accreditation Indicators. Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The indicators are provided in **EXHIBIT E**. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

7.4 Educational Program Characteristics. The School shall implement and maintain the characteristics of its educational program set forth in **EXHIBIT F**, subject to modification with the District's written approval.

7.5 On-line program. The School's educational program as contained in the application -included an on-line program pursuant to 22-33-104.6, C.R.S. The School is not currently operating an online program but the School is authorized to offer such a program, subject to the Superintendent's prior review and approval of a written proposal for a single-district online program, which approval shall not be unreasonably withheld.

7.6 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. The educational program, pupil performance standards and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the District, will be designed to enable each pupil to achieve such standards, and will be consistent with the School's vision and mission. School students will take the TCAP test as required by the State. The School will participate in the District Accountability/Accreditation process.

7.7 English language learners. The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency while participating in the mainstream English language instructional program. Programming will include regular time periods for direct instruction in English language acquisition and an emphasis on sheltered instruction, consistent with the plan identified in **EXHIBIT G**. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.~~The School will 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, including regular time periods for direct English instruction, consistent with the plan included as **EXHIBIT G**. The School will follow the District's procedures for identifying, assessing and exiting English language learners.~~

7.8 Education of students with disabilities.

1. The School is accountable for complying with federal laws prohibiting discrimination based on disability, including section 504, and the District is responsible for ensuring that all students receive a Free Appropriate Public Education (FAPE). The School and the District will work together in developing a plan to ensure compliance with these laws.

~~1.~~2. The District will provide all special education support services to students at the School, except that the School reserves the right to hire its own special education teacher(s) and paraprofessionals subject to review of licensing, and with the approval of the Executive Director of Student Services. The District will assign other special education support staff as necessary to meet student needs. The School will staff its special education personnel applying the same staffing formula used within other District schools. Therefore, except for District center-based programs and services, special education services at the School will be commensurate with those provided at other District schools.

~~2.~~3. ~~The~~ The cost for special education services is described in Section 10.3. District services for special education will include being responsible for providing and paying the costs of defense and of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District.~~cost for special education services is described in Section 10.3. District services for special education will include being responsible for providing and paying the costs and expense of defense, including attorneys fees and the costs/expenses~~

~~of hearing officers, of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District.~~

~~3.~~4. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and will 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 District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the decision of the District's Executive Director of Student Services will control.

~~4.~~5. The District and the School will jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Services, or designee, will maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School will use District special education forms and procedures and will document compliance with the requirements of federal and state law, including procedural due process. The District will respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

~~5.~~6. The School's special education teachers are required to participate in monthly staff meetings and any required special education training sponsored by the District and newly hired special education teachers will attend District orientation sessions, including *Being a Special Educator in St Vrain*, during the school year following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.

~~6.~~7. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the right to require such changes necessary to comply with law, and will have the right to request other reasonable changes on behalf of students with disabilities.~~he District or the School may identify from time to time changes to the educational program of the School that (a) are~~

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~~reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the right to require such changes necessary to comply with law, and will have the right to request other reasonable changes that are not required by applicable law but will provide appropriate educational benefits to students with disabilities.~~

~~7.~~8. Special education programs and services, as determined by each student's IEP, will be available as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

~~8.~~9. Staff members of the School are not to recommend specific private or outside education programs to the parents of special education students that could require the District to provide services other than those included in the IEP. This section is not intended to apply to, nor to in any way restrict or inhibit School staff from offering good faith professional opinions given in appropriate forums, such as IEP meetings, or testimony in disputed matters.

~~9.~~10. The School shall not be held responsible for the costs of additional services that result from recommendations made by District Staff that are outside services other than those included in the IEP. The school will be responsible for the costs of additional services that result from recommendations made by school staff that are outside services other than those included in the IEP.

~~**7.9 Graduation requirements**. Unless otherwise agreed to by the District and the School, the School's curriculum will meet or exceed all of the graduation requirements of the District and the School's course offerings will be appropriately aligned with those requirements. Students meeting the District's graduation requirements will be given a District diploma. The District diploma will be signed by the superintendent and Board President and the Administrator and Charter Board Chair.~~

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8. FINANCIAL MATTERS

8.1 Revenues

1. District per pupil revenue funding. During the term of this Contract, the District will provide 100% of PPR to the School minus the following:
   a. The actual amount of the School's per pupil share of the central administrative overhead costs, including costs of special education services, as provided by law,
   b. Deductions for purchased services, and
   c. Other deductions as provided herein and adjusted as provided herein.
   d. District per pupil revenues will have the meaning defined in § 22-30.5-112(2)(a.5), C.R.S. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School, will be reflected as an adjustment to subsequent payment from the District to the School.

   ~~d.~~ The District will provide a report to the School detailing the total funding and deductions that comprise each remitted amount for the applicable time period.

2. Federal categorical aid. Each year the District will provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District 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 District with the required documentation.

3. State categorical aid. On or before January 25 the District will provide to the School the School's proportionate share of applicable state (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds, or Transportation funding) categorical aid received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required.

4. Mill Levy Override Funds.

   a. 2008 Mill Levy Override. The District shall allocate a proportionate share of the Mill Levy Override Funds based either upon the October 1 funded student count for the 2008-2009 year of the

School, as certified by the Colorado Department of Education, as compared to the District's funded student count, or on subsequent Board action. For each subsequent year that the 2008 Mill Levy Override is in existence and the School remains under the oversight of the District's Board, the computed amount allocated to the School shall not exceed the amount computed for the 2008-2009 fiscal year, or subsequent Board action, modified by the proportionate share of any change in the amount of the Mill Levy Override tax assessed. Such funds will be disbursed to the School in proportion to the amount received by the District between February and June. Any outstanding difference between allocation and disbursement to the School will be disbursed on or prior to June 30th of the contract year. Because the proportionate share to the School will be paid on or prior to June 30th, the School agrees that any subsequent tax revenue for Mill Levy Override collected after the contract year, for the contract year, will remain an asset of the District.

b. 2012 Mill Levy Override. The District shall allocate and distribute 2012 Mill Levy Override Funds to the school in accordance with the attached signed Memorandum of Understanding (**Exhibit I**).

4. ~~Mill Levy override funds. The District shall allocate a proportionate share of the Mill Levy Override Funds to the School based upon the October 1 funded student count for the 2010-2011 year, as certified by the Colorado Department of Education, of the School as compared to the District's funded student count, and for each subsequent year that the 2008 Mill Levy Override is in existence and the School remains under the oversight of the District's Board. Such computed amount allocated to the School shall not exceed the amount computed for the 2008-2009 fiscal year modified by the proportionate share of any change in the amount of Mill Levy Override tax assessed. Such funds will be disbursed to the School in proportion to the amount received by the District during the year.~~

5. Annual accounting. The District shall provide a final accounting of costs to the School by September 30. Any imbalance of funds shall be corrected by October 31

8.2 Disbursement of Per Pupil Revenue. Commencing on July 26 of the contract term, District per pupil revenue funding as described in Section 8.1 will be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding will be based on the School's enrollment projections submitted in accordance with Section 8.5. Changes of more than 5% from projections may be subject to adjustment after first day pupil counts. Decreases of more than 5% from enrollment projections shall require a revised budget and financial review by district staff. Funding for December and subsequent months of the fiscal year will be adjusted in accordance with Section 8.3.

8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: December 27 funding will be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in the District and not otherwise deducted. Funding on December 27 may also be adjusted for any services provided by the Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases will be made to the School's funding. Any adjustments to funding after the December 27 payment so that funding is equal to the PPR provided for in this Contract will be made no later than the June 27 payment.

Should CDE conduct a count audit that results in a denial of PPR or other funding for students enrolled in the School, the District may adjust the School's funding to reflect such reduction, provided that: (1) such adjustment shall not take place until, at the earliest, the time of actual repayment to CDE, and (2) the District shall timely notify the School of proposed audit findings adverse to the School and, upon request, assign to the School the District's right to contest such audit findings and to prosecute an administrative appeal and any judicial review of such findings.

8.4 Budget. On or before April 15 the School will submit to the District its proposed balanced budget for the following School year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget will be prepared in accordance with the state-mandated chart of accounts, utilizing the Charter School Budget Workbook provided by the District. On or before June 30 the School will submit to the District its balanced budget for the following school year as adopted by the Charter Board. ~~The budget as approved by the Charter Board and any~~Any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.

8.5 Enrollment projections. Beginning with its second year of operation, the School will provide the District with its latest and best estimates of its anticipated enrollment for the next School year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent of the official membership for the current School year. It is agreed upon by the parties that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section will not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.6 TABOR reserve. The School shall comply with applicable provisions of Article X, Section 20 of the Colorado Constitution, also sometimes referred to as the TABOR Amendment, including the required TABOR Reserve as part of the School's ending fund balance.

8.7 Non-appropriation of funds. The parties agree that the funding for the School will constitute a current expenditure of the District. The District'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 District. The District's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the District 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.

8.8 Contracting. The School will not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by the School will include the following provisions:

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

b. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board and the District.

8.9 Annual audit. The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in section 3.2.4.b of this contract. If audit deadlines are not met, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School may, upon Board action, be required to use the District's independent auditor for subsequent years per the remedies outlined in section 3.5.5.~~The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The District will provide a trial balance to the School by the end of the first full business week of August. A draft of the audit report will be provided to the District by September 15. Any cost associated with the audit of the School shall be borne by the School. If such draft is not received by September 15, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School will be required to use the District's independent auditor for subsequent years.~~

8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(l)(b), C.R.S. Such reports will be

submitted to the District no later than 30 days following the last day of the quarter. All June/year-end reports will be submitted as part of the annual independent financial audit.

From time-to-time, the School may be asked, with 30 calendar days' notice, to present financial reports to the Board at its work session on the fourth Wednesday of a month. The format of the reports must be as prescribed by the District's Financial Services Department and will not be unreasonable.
~~The School will prepare quarterly financial reports for the District in compliance with 22-45-102(l)(b), C.R.S. Such reports will be submitted to the District no later than 30 days following the close of the quarter, or 30 days following the receipt of necessary IFAS reports from the District, if later, except that all June/ year end reports will be submitted with the annual independent financial audit.~~

~~From time-to-time, the School may be asked, with 30 calendar days notice, to present financial reports to the Board at its work session on the fourth Wednesday of a month. The format of the reports must be the same as that used by the District's Financial Services Department.~~

8.11 Non-commingling. Assets, funds, liabilities and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.12 Encumbrances and borrowing. During the term of this Contract, the School will not encumber any of its assets without the written permission of the District. Any borrowing above five percent of the School's budget will be subject to prior District approval~~,~~; such approval not to be unreasonably withheld.

8.13 Accounting system. The District must pre-approve any financial accounting system chosen by the School, and the School must use the District-mandated account codes as dictated by the Colorado Department of Education. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.~~The School will use the District IFAS accounting system and must use the District mandated account codes as dictated by the Colorado Department of Education. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.~~

8.14 Building corporation. Should the School create a building corporation for the purpose of issuing debt and purchasing a facility to lease to the School, ~~the School may not use the IFAS accounting system for the building corporation. However,~~ the School must use the financial reporting method for the building corporation required by the District.

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9. PERSONNEL

9.1 Employee status. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

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10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities , including normal health related and screening services. Such agreements by the District to provide services or support to the School will be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements will be finalized June 10 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

10.3 Special education services. The District will provide all special education related services at the average per pupil cost of providing such services for the district, multiplied by the number of students enrolled at the School. If the School provides services directly to students, the cost will be reduced by the amount of direct School expenditures commensurate with other District schools, including salary, benefits, supplies and materials, and purchased services. All purchases related to special education must be preapproved by the Executive Director of Student Services. Such approval will not be unreasonably withheld.

10.4 Student information data processing system. The District will provide to the School the use of the District's student information data processing system and assessment data warehouse program. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District's actual costs required to add the School to the system as outlined in the attached Additional Services Agreement (**EXHIBIT H**).~~The District will provide to the School the use of the District's student information data processing system. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and~~

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~~will pay to the District the District's actual costs required to add the School to the system include but may not be limited to $145.60 per Citrix license, $4.33 per Goggle Mail License, $12.00 per student for Infinite Campus, $6.60 per student for Alpine Achievment and $15.00 per student for Enterprise Personnel $29.78 per VoIP license renewal or $198.78 new, plus phone.~~

10.5 Personnel services. As requested by the School, t~~T~~he District ~~will~~ may provide personnel services to the School at the average per pupil cost of providing such services for the District, multiplied by the number of students enrolled at the School. In addition, the School shall be responsible for payment of all unemployment insurance charges incurred on behalf of School staff. School staff will be responsible for payment of their own fees for such services as fingerprinting and background checks.

~~**10.6 Administrative support services.** The School will receive the benefit of services by the Centennial Board of Cooperative Educational Services (CBOCES) by its use of technology and programs provided to the District by CBOCES. The School will reimburse the District the average per pupil cost of the CBOCES charges to the District, multiplied by the number of students enrolled at the School.~~

10.6 Additional Services. The School may, at its own cost, subscribe to additional services or licenses with the District including, but not limited to, the services/licenses and costs as outlined in **EXHIBIT H**. Except as outlined elsewhere in this contract, the School is not obligated to subscribe to any additional services from the District, and the District is not obligated to renew its offering of such services or licenses each year. Service rates may be renegotiated or adjusted each year, regardless of the term of this contract. Any additional services not outlined in this contract or the attached exhibit must be negotiated under a separate services agreement.

~~**10.7 Service and supplies delivery.** The School will receive service and supplies delivery for $3,000 per year.~~

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11. FACILITIES

11.1 Location. The School shall be responsible for securing adequate facilities within the boundaries of the District for the operation of its ~~K-12~~ program; and all such facilities shall be in a single location and will be leased, purchased, maintained, and operated at the School's expense. Approval of the District's Board shall be required for the School to open additional locations. Any such facilities must meet all applicable standards and requirements of state and federal law for school facilities, including, but not limited to, the Americans with Disabilities Act. The School may open one or more preschool programs at the same or other locations as its ~~K-12~~regular program.

11.2 Use of District facilities. The School may not use District facilities for activities and events without prior written consent from the District.

11.3 Impracticability of use. If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct, renovate or upgrade a facility cannot be secured, the District will not be obligated to provide an alternative facility for use by the School to operate the School.

11.4 Long-range facility needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School. The District and School will follow the procedures as outlined in 22-30.5-404 and 405, C.R.S.

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12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. ~~a.~~ Timeline and process. The School will submit its renewal application by ~~October~~ December 1 of the year before the School's Charter expires. The Board of Education will act on the renewal application by resolution no later than February 1 of the year before the School's Charter expires following a public hearing where the School will have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Charter, it will detail the reasons in its resolution.

b. ~~b.~~ Application contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application is provided in District policy LBD-R, Relations with Charter Schools.

c. ~~c.~~ Criteria for renewal or non-renewal. The School may be non-renewed for any of the grounds listed in 22-30.5-110 (3), C.R.S. or a material breach of this Contract. The District will annually provide feedback about the School's progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.

12.2 Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, 22-30.5-110 (3),C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School 30 days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.3 School-initiated closure. Should the School choose to terminate this Contract, it may do so in consultation with the District at the close of any School year and upon written notice to the District given at least sixty calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District per pupil revenue funding as described in Section 8.1 will be reduced by adjusting from the date of conclusion of services to the end of the school year.~~.~~

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12.4 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that the District will supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the School year. The District's authority hereunder will include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.5 below and 2) reassignment of students to different Schools. School personnel and its charter School governing board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.5 Return of property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, will be returned to and will remain the property of the District. Notwithstanding the above, the District will not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources will be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for profit organization.

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13. GENERAL PROVISIONS

13.1 Order of precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control, followed by Policies and Regulations, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.~~In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control followed by and Policies and Regulations, followed by mutually accepted practices adopted by the School and approved by the District in writing during the term of the charter approval, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.~~

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 and the School's governing body and executed by authorized representatives of the parties.

13.3 Merger. This Contract contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and ~~supersede by~~ superseded by this Contract.

13.4 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.

13.5 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 or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

13.6 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 District. Nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder will be deemed an incidental beneficiary only.

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13.7 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.

13.8 Notice. Any notice required, or permitted, under this Contract, will be in writing and will be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three Days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

13.9 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.

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IN WITNESS WHEREOF, the parties have executed this Contract ~~as of~~ June ~~13~~26, ~~2012~~2013.

CARBON VALLEY ACADEMY
~~,~~ a Colorado non-profit
~~-~~corporation
and public charter school
4040 Coriolis Way
Frederick CO 80504

By_____
President, Board of Directors

ATTEST:

_____
Secretary

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
395 S. Pratt Parkway
Longmont CO 80501
303-682-7203
(fax) 303-682-7343

By_____
President, Board of Education

ATTEST:

_____
Secretary

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EXHIBIT A

WAIVERS

Carbon Valley Academy shall operate in compliance with all applicable district policies and regulations, as well as all applicable federal, state and local laws, rules and regulations, unless specifically waived.

WAIVERS ALREADY IN FORCE

22-9-106 **Local Board Duties — Evaluation**. Automatic Waiver (already granted through 2020)

22-32-109(f) **Local Board Duties — Personnel.** Automatic Waiver (already granted through 2020)

22-32-110(1)(h) **Discharge of Personnel.** Automatic Waiver (already granted through 2020)

22-32-126 **Principals, Employment and Authority.** Automatic waiver (already granted through 2020)

22-63-201 **Teacher Employment, Dismissal and Tenure Act.** Automatic waiver (already granted through 2020)

22-63-202. **Teacher Employment, Dismissal and Tenure Act.** Automatic waiver (already granted through 2020)

22-63-203. **Teacher Employment, Dismissal and Tenure Act.** Automatic waiver (already granted through 2020)

22-63-206. **Teacher Employment, Dismissal and Tenure Act.** Automatic waiver (already granted through 2020)

22-63-301. **Teacher Employment, Dismissal and Tenure Act.** Automatic waiver (already granted through 2020)

22-63-302. **Teacher Employment, Dismissal and Tenure Act.** Automatic waiver (already granted through 2020)

22-63-401. **Teacher Employment, Dismissal and Tenure Act.** Automatic waiver (already granted through 2020)

22-63-402. **Teacher Employment, Dismissal and Tenure Act.** Automatic waiver (already granted through 2020)

22-63-403. **Teacher Employment, Dismissal and Tenure Act.** Automatic waiver (already granted through 2020)

WAIVERS REQUESTED

Statute or Policy 22-24-105 (1)(d) *Title:* **District – powers and duties**

Description: Statute providing for District duties to ELL students

Rationale: Delegation of responsibility to CVA

Replacement Plan: CVA's has established its own Policy for English Language Learners (see Exhibit G).

Duration of the Waiver: Term of contract (one year)

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Success of ELL students at CVA

Expected Outcome: CVA will be responsible for this aspect of its program

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Statute or Policy 22-32-109(1)(t) *Title:* **Board of Education – specific duties**

Description: Statute providing for District duty to determine educational program

Rationale: Delegation of responsibility to CVA

Replacement Plan: CVA's renewal application describes its educational program, which is implemented by its Board and staff (see Exhibits D, E and F)

Duration of the Waiver: Term of contract (one year)

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Success of students at CVA

Expected Outcome: CVA will maintain its curriculum and educational program so as to meet or exceed the content standards of the St. Vrain School District RE-1J

Statute or Policy 22-32-110(1)(k) *Title* **Board of Education – specific powers**

Description: Statute providing authority of District over its employees

Rationale: Delegation of similar authority to CVA

Replacement Plan: CVA employment policies and contracts as adopted form time to time

Duration of the Waiver: Term of contract (one year)

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Success of CVA in managing its employees

Expected Outcome: CVA will maintain flexibility in responding to institutional needs

Statute or Policy 22-33-106 *Title* **Grounds for suspension, expulsion, and denial of admission**.

Description: Listing of grounds school districts may use for suspension or expulsion

Rationale: Delegation of authority to implement suspension, expulsion or removal as otherwise called for in the charter contract, consistently with law

Replacement Plan: Authority over student discipline and removal as stated in the charter contract

Duration of the Waiver: Term of contract (one year)

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Effectiveness and fairness of CVA discipline policies

Expected Outcome: CVA will maintain a safe and orderly school campus

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Statute or Policy 22-32-109.1(2)(a) *Title:* **Conduct and Discipline Code**

Description: Delegation of authority to CVA to manage student conduct

Rationale: CVA has adopted and used its own conduct code

Replacement Plan: School Student Conduct Code

Duration of the Waiver: Term of the Contract (one year)

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: CVA will maintain a safe and orderly school

Expected Outcome: CVA has its own code of conduct and discipline

Statute or Policy **GBK** *Title* **Staff Concerns/Complaints/Grievances.**

Description: Delegation of authority to CVA to manage staff complaints

Rationale: CVA employees are not employees of the District and their employer (CVA) should be responsible for handling their concerns and complaints

Replacement Plan: CVA grievance and other employment policies

Duration of the Waiver: Term of contract (one year)

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated:

Expected Outcome: CVA has its own grievance policy and forms, including a Ombudsman Policy

Statute or Policy **BGB** *Title* **Policy Adoption**

Description: Board of Education process for adopting SVVSD Policies

Rationale: Delegation: CVA adopts its own policies through its governing Board and uses the Carver Policy Governance model

Replacement Plan: Use of the Carver Policy Governance model

Duration of the Waiver: Term of contract (one year)

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: CVA will have exhibit governance and management of the School

Expected Outcome: CVA utilizes the Carver "Policy Governance" model

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Statute or Policy **JK & JK-R, JKD/JKE** *Title* **Student Discipline**

Description: See waiver of 22-33-106 above.

Rationale: See waiver of 22-33-106 above.

Replacement Plan: See waiver of 22-33-106 above.

Duration of the Waiver: Term of contract (one year)

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: See waiver of 22-33-106 above.

Expected Outcome: See waiver of 22-33-106 above.

The Waivers requested in the application are included below for reference; however, the School will continue to be governed by State Statute and Board Policies and Regulations until such time as the waivers are presented in the above format with all information provided to the satisfaction of the Board and State Board. The Waivers in final form will be attached to this contract.

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EXHIBIT B

RECRUITMENT OUTREACH PLAN

On or before December 1, 2010, the School will document its progress in recruiting and retaining students so that the student population of the School is becoming or remaining reasonably representative of the "at risk" grades K – ~~12~~ 8 student population in the District attendance area it serves, which is currently approximately 38%. If the District finds the School's efforts to be inappropriate or insufficient, the parties shall mutually determine what other or additional actions the School will take, which agreement will be reduced to writing and included in the ~~2011-12~~subsequent charter contract.

The School will adopt or maintain the following steps to achieve or make reasonable progress toward this goal: food service; appropriate services and information for non-English speaking students and parents , including translation of on-line information; interpretation to support appropriate parent involvement; and an School preschool program or programs so located and managed as to be accessible to low-income parents, with continuity of enrollment from preschool to the School assured.

Lack of daily student transportation is acknowledged by both parties as a barrier to full achievement of this goal. The current contract does not provide a mechanism or adequate funding for such transportation services.

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EXHIBIT C

ENROLLMENT PROCEDURES

Lottery Process

1) Students currently enrolled at CVA will have priority for the next year's enrollment.
2) Siblings of children already enrolled, with the exception of any child who previously declined enrollment, or has withdrawn from the waiting list.
3) For students entering Kindergarten, priority will be given to those currently enrolled in the CVA preschool.

A "sibling" is defined as any child(ren) living in the same household or with common parent(s) in separate households. Any sibling born while a student is enrolled may retain that status even if the original student graduates from CVA before he/she reaches kindergarten. Any sibling offered a position in the first semester must enroll that child or forfeit their sibling position. At that time siblings become subject to general lottery rules. If offered a position in the third quarter, the sibling may decline to enroll and still retain their sibling priority for the following school year.

The lottery will be governed by the following rules:

- Lottery will take place monthly (the last business day of the month) in accordance with Colorado Department of Education policies.

- Prior to enrolling in the lottery, a parent must attend an orientation meeting, complete a registration form and agree to abide by CVA's policies. Each child may only enter the lottery for one grade level each year.

- All students will be placed on an 'order drawn' list that will become the wait list for openings through the year.

- Each lottery wait list will remain active for only one school year (annualized each January). All students must re-enter the lottery each spring to be placed on the current wait list for the following school year.

- CVA will enter Kindergarten students into the lottery no sooner than the January before their Kindergarten year.

- CVA will abide by Colorado Statutes regarding open enrollment.

How to Enroll

Those interested in enrolling may stop by the school for an application between 8:30 am and 3:30 pm. Monday through Friday. Applications require a child's information (previous schooling information, immunizations, birth certificate, and address). Applications can be downloaded from the CVA website. Those completing applications are mailed a confirmation letter indicating the next step for enrollment.

In addition to turning in a completed enrollment application, a parent must attend one of the enrollment clinics to be in the monthly lottery.

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EXHIBIT D

~~SCHOOL GOALS AND OBJECTIVES~~UNIFIED IMPROVEMENT PLAN

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~~1. Student achievement goals will be set by the School as part of the Accreditation process.~~

~~2. The student conduct standards set forth on Pages 17-27 of the Application are hereby accepted by the District. The School has adopted its own set of written policies concerning student conduct, dress code, and student discipline and shall be granted a waiver from corresponding District policies .~~

~~3. The School may establish its own school calendar so long as the instructional program is in compliance with state law regarding minimum pupil-teacher contact hours.~~

~~4. The School shall identify academically low-achieving and at-risk students and shall provide its educational program to these students in a manner that best serves their needs, as determined by each student's parents, teacher(s), the Administrator, and/or the School Board. To the extent allowed by law, the School will continue its efforts to reach out to and include at-risk students in its population.~~

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EXHIBIT E

DISTRICT ACCREDITATION INDICATORS

School Performance Framework: In conducting its annual review of each school's performance, the District will consider the school's results on the School Performance Framework. The School Performance Framework measures a school's attainment on the four key performance indicators identified in the Education Accountability Act of 2009 (article 11 of title 22):

Academic Achievement: The Academic Achievement Indicator reflects how a school's students are doing at meeting the state's proficiency goal: the percentage of students proficient or advanced on Colorado's standardized assessments. This Indicator includes results from CSAP and CSAPA (Reading, Writing, Math and Science), and Lectura and Escritura.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects 1) normative growth: how the academic progress of the students in this school compared to that of other students statewide with a similar CSAP score history in that subject area, and 2) adequate growth: whether this level of growth was adequate for the typical (median) student in this school to reach proficiency in three years or by the 10th grade, whichever comes first, as measured by the CSAP.

Academic Growth Gaps: The Academic Growth Gaps Indicator reflects the academic progress of historically disadvantaged student subgroups and students below proficient. It disaggregates the Growth Indicator into student subgroups, and reflects their normative and adequate growth. The subgroups include students eligible for Free/Reduced Lunch, minority students, students with disabilities (IEP status), English Language Learners, and students who scored at the below proficient level.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or jobs upon graduation. This Indicator reflects student graduation rates, dropout rates, and average Colorado ACT composite scores. Based on State identified measures and metrics, schools receive a rating on each of these performance indicators that evaluates if they have exceeded, met, approached, or not met the state's expectations. These performance indicators are then combined to arrive at an overall evaluation of a school's performance.

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EXHIBIT F

EDUCATIONAL PROGRAM CHARACTERISTICS

The District agrees to waive its curricular requirements, to the extent permitted by state law, subject to the implementation by the School of its instructional programs as agreed by the Parties. The description of the educational program in the charter renewal application is accepted as a statement of the Carbon Valley Academy's program characteristics, subject to the following conditions:

1. The School shall provide instruction in physical education as outlined in its response to the Board.

2. The School shall provide school lunch as outlined in its response to the Board.

3. The School may provide a pilot online education program for no more than 15-20 students. A brief description reflecting new or changed terms and conditions and including the extent of on-line student participation in School-based lessons and activities for this program shall be timely submitted to the Superintendent of Schools for approval, which shall not be unreasonably withheld. Any proposal shall be structured so as not to require the District to seek separate approval from the Department.

4. Average classroom size of 22 may be increased to 25.

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EXHIBIT G

PLAN FOR ENGLISH LANGUAGE LEARNERS

Carbon Valley Academy
Plan for ELL/PHLOTE students (English Language Learner/ELPrimary or Home Language Other Than English)

Identification of PHLOTE students (Primary or Home Language Other Than English)
A Home Language Survey (HLS) is a required part of the registration packet for all new students, and is maintained in the cumulative file for all students. The registrar is responsible for immediately forwarding those identified as PHLOTE to the district ELL department. Students are considered PHLOTE if there is any influence of another language in the home; students who learn a second language in an academic setting are not considered PHLOTE.

Initials Assessment of PHLOTE students, determination of LEP/EL status
All students determined to be PHLOTE are assessed using the CELA screening assessment to ascertain whether they can speak, read, write, or understand the English language and at what level.

- **NP** (Not Proficient): Beginning & Early Intermediate levels - CELA Levels 1 and 2. Students who are beginning to understand and respond to simple communications.

- **AP** (Approaching Proficiency): Intermediate & Mid-Proficient Levels - CELA Levels 3 and 4. Students who understand most social communications with more competence in content requirements.

- **P** (Proficient): Mid-Proficient to Above Proficient - CELA Level 5. Students who understand and communicate effectively and are able to achieve in content areas, but may still need some linguistic support.

After reviewing information from both the Home Language Survey and the results of the CELA Place test, an initial communication is sent to the home in the form of the Parent Notification Letter. This letter informs the parents about eligibility for the district's LIEP program and indicates the characteristics of the instructional program at Carbon Valley.

Program Placement for EL students
Program placement is made by a designated staff person in contact with district-level ELL specialists and the parent(s) of the student.

Carbon Valley Academy Sheltered English, Specially Designed Academic Instruction (SDAIE), or Structured Immersion.
Instruction is classroom-based, delivered in English, and adapted to the students' proficiency level. The focus is on the content area curriculum. It incorporates contextual clues, such as gestures and visual aids, into instruction, as well as attention to the language demands of the

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topics and activities. The table below will be used to help guide instructional focus for ELL students in Carbon Valley classrooms.

Stage of Language Acquisition	CELA Score	Approx. Time	Student Characteristics	Teacher Strategies
Stage 1 – Pre Production	Not Proficient (NP) Non English Proficient (1-NEP-A or Beginning)	0-6 months	- Minimal comprehension - Does not speak - Nods “yes” & “no” - May appear confused and/or hesitant - Acquires passive vocabulary (recognizes but cannot use many words) - Points/gestures - Draws pictures - Matches words to objects	- Demonstrate using Total Physical Response (TPR) - Use gestures and body language to show meaning - Emphasize listening skills and do not force speaking until student is ready - Use many visuals, pictures - Create print rich environment - Group student with more proficient English speakers - Use physical movement, art, mime and music
Stage 2 – Early Production	Not Proficient (NP) Non English Proficient (2-NEP-B or Early Intermediate)	6 mo. – 1 yr.	- Limited comprehension - 1 or 2 word responses - Uses present tense verbs - Identifies people, places, and things - Understands the main idea of the message, but not each word - Repeats frequently used language - Lists and categorizes - Listens with greater understanding - Mispronounces words	- Ask yes/no, who, what and where questions - Begin a sentence and have the student complete it with a word - Introduce new vocabulary and continue practicing previously learned vocabulary - Use props and gestures during shared reading and build on student’s prior knowledge - Use visuals, pictures - Provide rich contextual listening opportunities

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Stage 3 – Speech Emergent	Approaching Proficiency (AP) Limited English Proficient (3-LEP-C or Intermediate)	1 – 3 years	- Can produce simple sentences - Good social comprehension - Makes grammar & pronunciation errors - Describes events and people - Recalls facts - Improves pronunciations and intonation - Expands vocabulary using words that are heard often - Shifts the emphasis from language reception to language production - Explains some academic concepts - Retells information from texts - Compares and contrasts - Summarizes - Initiates conversations	- Ask open-ended question (how and why) - Encourage any attempt to speak - Create a safe classroom that encourages attempts at language - Model, expand, restate and enrich student language - Use patterned and predictable books - Support the use of grade-level content-area texts with pre-teaching, adapted text, native-language text, summarizing, retelling, role-playing, etc. - Use visuals, pictures, - Have students describe personal experiences though language arts experiences/activities - Group students thoughtfully to increase interaction
Stage 4 – Intermediate Fluency	Approaching Proficiency (AP) Limited English Proficient (4-LEP-D or Proficient)	3 – 5 years	- Excellent social/oral comprehension - Basic academic English skills - Few grammatical errors - Gives and explains opinions - Uses longer sentences and elaborate speech patterns - Makes errors when attempting to use new vocabulary and more complex grammatical	- Provide many opportunities to practice language in comfortable situations - Engage students in activities which focus on speech production and not grammatical form or absolute correctness - Group students thoughtfully to increase interaction - Provide more advanced literature - Ask students to create narratives - Introduce colloquialisms and idiomatic expressions - Support the use of grade-level content-area texts with pre-teaching, adapted text,

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			structures - Begins to think in the new language rather than translating from native language into the new language - Negotiates and debates with others - Persuades - Synthesizes, analyzes and evaluates	native-language text, summarizing, retelling, role-playing, etc.
Stage 5 – Advanced Fluency	Proficient (P) Fluent English Proficient (5-FEP-E or Advanced)	5 – 7 years	- Good academic English skills - Near-native level of speech - Interacts extensively with native-English speakers - Makes few grammatical errors - Has high comprehension level but may not be advanced enough to understand all grade-level academic classroom language - Continues to learn new vocabulary - Produces written and oral language comparable to a native-English speaker of the same chronological age	- Provide demonstrations/exemplars/rubrics so students understand expected outcomes - Guide students in producing research papers/grade-level assignments - Use language and content objectives - Continue focusing on students English Language Development in content classes - Focus instruction on reading and writing skills - Group students thoughtfully to increase interaction - Continue emphasis on vocabulary development - Use sheltered English techniques, scaffolding - Relate abstract concepts to concrete concepts, prior knowledge

Adapted from the St. Vrain Valley School District ELL Manual

Continuing Student Assessment

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On-going assessment is conducted to monitor language and academic growth which includes the annual Colorado English Language Proficiency (CELA Pro) assessment; NWEA, DRA and PALS school assessments.

RtI for ELL Students

As with other students, ELL students who are not making appropriate progress in their schooling will be included in the Response to Intervention (RTI) process which could include:

Tier III

- Intensive ELA support (in lieu of other classes)
- Increased time and intensity of Tier II interventions
- Flexible Special Education and ELA service coordination including:
    - Combined SpEd/ELA
    - SpEd with frequent ELA consultation
    - SpEd with periodic ELA consultation
    - ELA with frequent SpEd consultation
    - ELA with periodic SpEd consultation

Tier II

- Services in Tier I with increased time in ELA
- Services in Tier I with an additional targeted intervention including,
- but not limited to:
    - One or more of the four components of language proficiency:speaking, listening, reading and writing.
    - Reading interventions
    - Other content area interventions
    - Behavioral interventions
    - Targeted speech interventions
    - Tutoring programs
    - Increased progress monitoring
    - Pull out services in ELA
- Sheltered instruction in classroom
- ELA/bilingual language classes
- ELA/bilingual content area classes
- Push-in models

Tier I

- Inclusion models
- Monitoring

Source: Adapted from CDE: ESSU/ELAU-2006

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EXHIBIT H

ADDITIONAL SERVICES AGREEMENT

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
FLAGSTAFF ACADEMY, INC.

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
FLAGSTAFF ACADEMY, INC.

This Contract is made and entered on June ~~13~~19, ~~2012~~ 2013 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district hereafter referred to as the "District" and the **FLAGSTAFF ACADEMY, INC.**, a Colorado non-profit corporation hereafter referred to as the "School".

RECITALS

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

WHEREAS, the School District Board of Education, hereafter referred to as the "Board," previously approved an application for School as a District charter school through 2023-24, school and fiscal years and entered into successive charter contracts for the operation of such school;~~the School District Board of Education, hereafter referred to as the "Board," previously approved an application for School as a District charter school for the 2005-06 through 2008-9 school and fiscal years, approved the renewal of the charter for 15 year through 2023-24, and entered into successive charter contracts for the operation of such school;~~

NOW THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants, and payments herein described, the parties agree as follows:

1. DEFINITIONS. The following words and phrases used in this Contract shall have the following meanings:

School shall mean the Flagstaff Academy, Inc. of Longmont, Colorado.

Charter Board shall mean the Flagstaff Academy, Inc. Board of Trustees.

Act shall mean the Charter Schools Act, C.R.S. §22-30.5-101 and following.

Administrator shall mean the principal of the School.

Application shall mean the School's application for a charter school dated June 30, 2003, as amended, and renewal application dated November 30, 2007, as amended.

Board or Board of Education shall mean the District's Board of Education.

CFO shall mean the District's Chief Financial Officer.

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Contract shall mean this Charter School Contract between the District and the School dated June ~~13~~19, ~~2012~~2013.

C.R.S. shall mean Colorado Revised Statutes.

TCAP means the Transitional Colorado Assessment Program.

Days shall mean those days when the District's Educational Service Center is open for business.

Department shall mean the Colorado State Department of Education.

District shall mean the St. Vrain Valley School District RE-1J, Boulder, Broomfield, Weld and Larimer Counties, State of Colorado.

Finance Act shall mean the Public School Finance Act of 1994, C.R.S. §22-54-101 and following, as amended, or its successor.

General Assembly shall mean the Colorado General Assembly.

Governmental Immunity Act shall mean the Colorado Governmental Immunity Act, as amended, C.R.S. §24-10-101 and following.

IEP shall mean Individualized Education Program.

Material Breach shall mean a violation of this Contract which is substantial and significant and which will excuse the non-breaching party from further performance of this Contract.

Open Meetings Law shall mean the Colorado Open Meetings Law, as amended, C.R.S. §24-6-401 and following.

Policies or the term "Policies and Regulations" shall mean those District adopted policies and implementing regulations that are of general applicability to all schools within the District except (a) those that are determined by the District, from time to time, to not be applicable to existing charters schools within the District; and (b) those policies and implementing regulations for which the School has been granted a specific waiver or waivers.

Public Records Law shall mean the Colorado Public Records Law, as amended, C.R.S. §24-72-204 and following.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

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2. ESTABLISHMENT OF SCHOOL

2.1 Term. This Contract is effective as of July 1, ~~2012~~ 2013 for a ~~one~~ three year period terminating on June 30, ~~2013~~2016. Should the parties be unable to reach agreement on all terms of a renewed contract by July 1 of a school year during the term of the charter granted by the Board, the provisions of this Contract shall continue to be observed pending such renewal. Regardless of length of term, contract may be subject to yearly amendments, addendums, or exhibit updates upon mutual agreement by all parties. Although this Contract may be for operation of the Charter School for a period in excess of one fiscal year, pursuant to Article X, Sec. 20 of the Colorado Constitution, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2 Charter school legal status. The School has incorporated as a Colorado nonprofit. Unless the parties agree otherwise in writing, the School will continue to operate as a Colorado non-profit corporation and will assure that its operation is in accordance with its articles of incorporation and bylaws. The School will notify the District promptly of any change in its corporate and/or tax exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School 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 part of the District. As such, the School is subject to Colorado laws and district Policies that apply to public charter schools unless waived in accordance with Section 5.5 of this contract. Further, the School is a public entity within the meaning of 24-10-106, C.R.S., and is therefore entitled to the protections of the Colorado Governmental Immunity Act.

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3. DISTRICT-SCHOOL RELATIONSHIP

3.1 District responsibilities and rights.

3.1.1 Right to review. The School will operate under the auspices of, and will be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this contract, all federal and state laws and regulations, Policies and Regulations. 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 will be open to inspection and made available to the District in a timely manner. Records include, but are not limited to the following:

a. School records including but not limited to student cumulative files, policies, special education and related services;
b. Financial records;
c. Educational program, including test administration procedures and student protocols;
d. Personnel records, including evidence criminal background checks have been conducted;
e. School's operations, including health, safety and occupancy requirements; and
f. Inspection of the facility.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities.

The School shall have the right to maintain as confidential from the District those School records to which such confidentiality attaches as a matter of law, including but not limited to: records of Charter Board executive sessions (subject to the Sunshine Act procedures for contesting such confidentiality); attorney-client correspondence and work product records of the School; records relating to School-District negotiations or negotiation strategies; and records relating to disputes between the School and the District. The School, through its Executive Director or the Charter Board may elect to disclose such confidential records to the District on a case-by-case basis, with or without District assurances relating to preservation of confidentiality, notwithstanding the rights noted above and without in any way impairing its right to assert confidentiality in future cases.

3.1.2 Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification will be made within ten Days of its receipt by the District and will include information about the substance of complaint taking into consideration any complainant's request for anonymity.

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3.1.3 School health or safety issues. The District will immediately notify the School of any circumstances requiring school closure, lockdown, emergency drills or any other action that may affect school health or safety.

3.1.4 Feedback about progress. Within sixty calendar days of receipt of the School's annual report completed pursuant to Section 3.2.4a of the Contract, the District will, at a minimum, provide information to the School about its status in relationship to the goals, objectives and accreditation requirements contained in Section 7.2.

3.1.5 Access to student records. Upon request, the District will timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School will use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and will not use student information acquired from the District for any other purpose.

3.1.6 Indemnification by District. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District agrees to indemnify and hold the School and the Charter Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. 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.

3.2 School responsibilities and rights.

3.2.1 Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system per section 10.4, and adhering to all provisions of the Public School Financial Transparency Act (22-44-304, C.R.S). In addition, the School will ensure that records for students enrolling in other Schools are transferred in a timely manner. ~~Financial records will be posted and reconciled at least monthly.~~ All records will be maintained at the School and will be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

3.2.2 Notification to District.

a. The School will notify the District Superintendent's Office within three Days (and other appropriate authorities) in the following situations:

1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law.
2. Any complaints filed against the School by any governmental agency.
3. Any incident on School property or at a School sponsored activity in violation of the School's gang activity policy.
4. When a student fails to attend all or part of any school day without authorization when the School has been notified in writing by the supervising court or probation/parole officer that the student is required to attend school.
5. Instances on or off School property of assault, disorderly conduct, harassment, knowingly false allegations of child abuse, or any alleged offenses under C.R.S. Title 18 by a student and directed toward a teacher or other School employee.
6. ~~Instances on School property of damage by a student to the personal property of a teacher or other School employee.~~

b. The School will immediately notify the District Superintendent's Office of any of the following:

1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
2. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
3. The arrest of any members of the Charter Board or employees of the School for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
4. Misappropriation of funds;
5. A default on any obligation, which will include debts for which payments are past due by sixty calendar days or more; or
6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) corporation, if applicable.
7. Any mandatory reporting requirements to the Department as set forth in 1 CCR 301-37, §15.00.
8. ~~When a school official or employee has reasonable cause to know or suspect that a child has been subject to abuse or neglect or who has observed the child being subject to circumstances or conditions which would reasonably result in abuse or neglect.~~

~~9.~~8. When there are reasonable grounds to believe an act that rises to the level of a Public Safety Concern as defined in the District's Boulder County Information Sharing Interagency Agreement has

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been perpetrated by a student or any adult on School grounds or at a School sponsored activity.

3.2.3 Compliance. The School will comply with all federal and state laws, local ordinances, and Policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and Policies in accordance with Section 5.5 below. The School shall report instances of significant property damage by a student to the personal property of a School teacher or other School employee and instances of child abuse as such reporting is required by applicable state statutes.

3.2.4 Reports. The School will timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates. Timely notification will be provided when due dates are changed. Failure to provide reports within ten Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 of this contract. Any report requiring data from the District will not be required from the school until 30 days after the data is actually received from the District. This reporting obligation may be fulfilled by sending a link to an electronic version of the report.

~~a.~~ Accreditation/School Improvement – If the school participates in the CSSI (Charter School Support Initiative), the school will provide a copy of the report to the district. The school shall participate in the district/state Accreditation/School Improvement process and shall submit a Unified Improvement Plan (UIP) in the CDE format by the required deadline based on the school's assigned status from their School Performance Framework (SPF) and input from the CSSI report (if applicable). If deadlines are not met, it shall be considered a material breach of contract and the School shall have ten business days or such other time as the parties may agree to cure such breach.

a.

b. Required financial reports (in pdf or Excel format, unless otherwise noted)
    a. Monthly, within 30 days of the end of the month:
        i. Trial Balance (in the District's prescribed Excel format)
        ii. Bank statement(s) and reconciliation(s) for Charter's main operating cash account(s)
    b. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    c. Annually, as specified:
        i. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        ii. Projected enrollment – March 15

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iii. Proposed Budget – April 15
iv. Charter Board approved budget – June 30
v. Draft of annual audit with Trial Balance – September 15
vi. Final annual audit with Trial Balance – October 15
vii. Amended budget, or adopted budget if not amended, on CDE form – January 21

~~b. Required financial reports (including budget)~~
~~i. Projected enrollment – March 15~~
~~ii. Proposed Budget – April 15~~
~~iii. Charter Board approved budget – June 15~~
~~iv. Quarterly financial reports – within 30 days of the close of the quarter~~
~~v. Draft of annual audit – September 15~~
~~vi. Final annual audit – October 15~~
~~vii. Amended budget, or adopted budget if not amended, on CDE form – January 21~~

c. School calendar – Due on April 15 provided the St. Vrain Valley School District calendar is approved by the Board of Education by March 15.~~– April 15~~

d. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – May 31

e. Governance information including Charter Board (i.e., names/ contact info, terms and signed Board Member Certification Forms or Board of Director's Agreements) – August ~~15~~31

f. Insurance certification – August 31

g. Summary Listing of Human Resources/Personnel Information in mutually-agreed format – September 15

The District HR department will retain information on School personnel as outlined below. For any new employees hired or for any personnel changes made, all applicable forms, reports, and transcripts must be updated or submitted to HR within 10 business days of the date of hire or change.

a. Copy of active license waiver on file with the Colorado Department of Education (if applicable)
b. Completed CDE Employee Data Collection Form
c. All college transcripts from all degrees obtained for all licensed personnel
d. Copy of any content exam results (if applicable)
e. Copy of Colorado Teaching License (if applicable)

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The School and the District's HR department will mutually sign off on any new information submitted once it is deemed complete. The School agrees to work with the District to provide any additional personnel information in order to meet any actual additional or unexpected reporting requirements or inquiries from the Colorado Department of Education or other Federal or State governmental authorities.

~~f. Insurance certification – August 31~~

3.2.5 Indemnification by School. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School agrees to indemnify and hold the District and its Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. 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.

3.3 Procedures for contract amendments. The party requesting the change shall send written notice to the other party in accordance with Section 13.8. The receiving party will have sixty calendar days to review and act upon the proposed changes. If the receiving party does not act on the proposed changes within this time period, the changes will be deemed to have been accepted. The parties agree to not unreasonably withhold accepting proposed changes to this Contract.

3.4 District – School dispute resolution procedures. All disputes arising out of the implementation of this Contract will be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided~~, or unless otherwise agreed upon~~.

a. In the event of any dispute or claim arising under or related to this Contract, the parties shall use their best efforts to informally settle such dispute or claim through good faith negotiations with each other.

b. If such dispute or claim is not settled through such negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through informal negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado, or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 30 days following either party's written request therefore.

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c. If such dispute or claim is not settled through mediation, then either party may, within 5 days of conclusion of mediation, request in writing to the other party arbitration to be held in Longmont, Colorado. Within one week of receipt of such request, -the authorized representatives of the parties will attempt to agree upon an arbitrator. If they reach no agreement within three days after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.

d. The arbitrator will conduct a hearing limited to the issues raised in the notice. The arbitrator will have authority to make procedural rules and will issue a report to the parties within 10 calendar days after the close of the hearing. Such report will contain findings and a decision if binding arbitration was selectedfinal and binding decision , provided that the arbitrator is not authorized to modify, add to or subtract from this agreement.

e. Waiver. Failure to file notice within the times specified or failure of a party to advance the process within the times specified, will be deemed a waiver of any further 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, provided that the parties may agree in writing to extend any of the time limits for a specified period.

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

g. During the entire period of negotiations, mediation, and arbitration, and possible appeal, the District shall not enforce its remedies set forth herein.

3.5 Other remedies. If the School is in violation of 22-30.5-110 (3), C.R.S., state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.2. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

Prior to applying a remedy other than 3.5 (b).2 below, the District will send a notice of breach and provide the School with an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the School to contest the deficiency, a reasonable timeframe for remedying the deficiency, and the expected results.

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1. Withholding of some or all of the funds due to the School until compliance occurs. This remedy may be applied in situations to include failure to submit reports listed in Section 3.2.4 by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4.

2. 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 District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, apply to the Commissioner of Education to take immediate control of the School pursuant to the Charter Schools Emergency Powers Act, CRS 22-30.5-701, et seq. and 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. Any relief granted by the Commissioner may continue during the pendency of any dispute resolution process with respect to any alleged breach.~~Notwithstanding any other provision of this Contract, in the case of any breach which the District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, apply to the Commissioner of Education to take immediate control of the School 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. Any relief granted by the Commissioner may continue during the pendency of any dispute resolution process with respect to any alleged breach.~~

3. Notice of breach and development of a plan to correct the deficiency(ies). This remedy will be initiated by a letter from the District containing all of the information in Section 3.4b. In addition, the letter will require the School to prepare a plan to remedy the deficiency, submission of the plan to the District for review and comment, revisions to the plan by the School at its discretion, and approval of the plan by the Charter Board to include a statement that directs the School's staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

4. Escalating Notifications. For minor issues of non-compliance, a notification will be sent to the relevant parties involved, requesting resolution. If non-compliance continues, the District reserves the right to sequentially escalate notifications to the Charter administration, the

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Charter Board, and, upon Board action, to families of enrolled students of the charter school, in that order.

5. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.4.b occurs, the District may, upon Board action, require the school to:
    a. Use the District's prescribed financial accounting system for the tracking and reporting of all school financial operations at the school's cost, and/or
    b. Use the District's prescribed auditing firm for the school's year-end financial audit at the school's cost.

3.6 District violations of charter school law or contract. If the School believes that the District has violated any provision of this Contract or charter school law, the School will send the District notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the District to contest the deficiency, a reasonable time frame for remedying the deficiency, and the expected results. If the District does not remedy the violation, the School may initiate the dispute resolution procedures outlined in Section 3.4.

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4. SCHOOL GOVERNANCE

4.1 Governance. The School's articles of incorporation and bylaws will not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies will provide for governance of the operation of the School in a manner consistent with this Contract. The articles of incorporation and bylaws shall be filed with the District. The Charter Board will operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body will be made in accordance with the procedures described in Section 2.2 of the Contract and shall be filed with the District.

4.2 Corporate purpose. The purpose of the School as set forth in its articles of incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, Sections 22-30.5-101, et seq., C.R.S., and appropriate ancillary activities.

4.3 Transparency. The School will make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and will conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.

4.4 Complaints. The School will establish a process for resolving public complaints, including complaints regarding curriculum, which will include an opportunity for complainants to be heard. The final administrative appeal will be heard by the Charter Board, not the District's Board of Education.

4.5 Contracting for core educational services. Unless otherwise agreed in writing by the District, the School will not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This will not prevent the School from engaging independent contractors to teach selected, specific courses.

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5. OPERATION OF SCHOOL AND WAIVERS

5.1 Operational powers. The School will be fiscally responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing or purchasing facilities for School purposes (subject to Board approval); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. All such operational powers of this paragraph shall be subject to Colorado law, including, but not limited to, Article X, Section 20 of the Colorado State Constitution.

5.2 Transportation. Any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School. The District is not delegating the authority to impose a transportation fee.

5.3 Food services. If requested to do so by the School, and feasible for the District to do so, the District will provide free and reduced price meals to needy students in a manner determined by the District and in accordance with Policies and applicable federal and state law. If a lunch program is offered by the School that is not part of the District program, the School shall provide, at its costs, free and reduced priced meals to needy students in accordance with Policies and Regulations and applicable federal and state laws.

5.4 Insurance. The School will purchase insurance protecting the School and Charter Board, employees (including non-compensated student teachers and students participating in a supervised non-compensated internship), volunteers, and the District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability (including owned, hired and non-owned vehicles) insurance. The School will also purchase a bond or crime insurance and property insurance covering buildings, contents, and equipment breakdown, where applicable. The School will also purchase statutory workers' compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District 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 District. The Colorado School Districts Self Insurance Pool (CSDSIP) is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 31. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without 30 days prior written notice by certified mail, return receipt requested, given to the District's Risk Manager. The School will notify the District's Risk Manager within ten 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.~~The School will~~

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~~purchase insurance protecting the School and Charter Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School will also purchase crime insurance and property insurance covering contents and equipment breakdown. The School will also purchase statutory workers' compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District 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 District. The Colorado School Districts Self Insurance Pool is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 15. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without prior written notice by certified mail, return receipt requested, has been given to the District's Risk Manager. The School will notify the District's Risk Manager within ten 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.~~

5.5 Waivers.

1. Automatic waivers. The District agrees to seek waiver from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers.

   The School will be granted certain waivers from Policies and Regulations upon approval by the Board of acceptable replacements.

   The District will grant automatic waivers that are necessary or appropriate when a statute, rule or policy by express terms does not apply to a charter school or the District, through the Contract, has delegated this authority to the School.

2. Additional waivers. The Board agrees to jointly request waiver of state law or regulation, in addition to those automatically granted, if the Board first approves that request. Board approval of requests to waive State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

3. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty calendar days to review the request and, thereafter, will present the matter before the Board at its next regular

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meeting. The Board will, unless otherwise agreed by the parties, have thirty calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of Board-approved Policies and Regulations may be granted only to the extent permitted by state law. In the event the Policy or Regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board approval of requests to waive either Policies or Regulations or State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

4. Compliance assurance. The School will take reasonable steps to assure that staff at the School, members of the Charter 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 Policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Policies.

5. A list of all waivers is included as **Exhibit A**.

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6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through grade 8, including other ancillary activities, such as preschool.

6.2 Student demographics. Students shall be considered for admission into the program as specified in Section 6 and without regard to race, creed, color, sex, gender orientation, national origin, religion, ancestry, disability, or need for special education services. The School shall have and implement a recruitment and enrollment plan, attached as **EXHIBIT B**, that ensures that it is open to any child who resides within the District, and has a diverse student population, which includes, but is not limited to, enrolling a percentage of students that are eligible for free/reduced lunch which is consistent with District averages, taking into account the demographics of other public schools within reasonable proximity to the School. The School shall make reasonable progress toward this goal.

6.3 Eligibility for enrollment. The School will limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. §22-33-106 (3)(f) in another district school.

6.4 Enrollment preferences, selection method, timeline, and procedures. Enrollment preferences, selection method, timeline, and procedures are described in **EXHIBIT C**.

6.5 Admission procedures. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

1. Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP, if any.

2. If the applicant has an IEP, the IEP will be provided to the School's special education teacher immediately upon request.

3. When an applicant has an existing IEP, prior to the decision to admit or deny admission, a review team consisting of the Administrator or designee, the School Special Education Teacher, and a District representative will review the IEP, and if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the provision of services as stated on the IEP can be provided by the School. If any or all of the review team members question the ability of the School to deliver the required services, the District representative will convene a complete IEP team to make the final determination. If the determination by the full IEP team is that the IEP cannot be fully implemented at the School and therefore a FAPE would not be available to be provided at the School,

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the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Student Services, along with parents, will participate in the IEP Team meeting at the School.

4. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

5. Admission of applicants with an IEP will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP from his/her previous school will be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, including the same or comparable services set forth in the IEP, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP team review meeting is held and the IEP is either adopted or changed; and (ii) for out of state transfers into the District, the School conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.

6.5 Admission procedures. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

1. Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP or Section 504 Plan, if any.

2. If the applicant has an IEP or Section 504 Plan, the IEP or Section 504 Plan will be provided to the School's special education teacher immediately upon receipt.

3. When an applicant has an existing IEP, prior to the decision to admit or deny admission, a screening team consisting of the Administrator or designee, the School special education teacher, and a District representative will review the IEP, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination whether the services and space available at the School are sufficient to deliver the program required by the IEP If the screening team cannot reach consensus, the District representative will convene a complete IEP team to make the final determination.

4. When a student with disabilities who has been placed in a center-based program by an IEP Team or who has intensive service needs as identified by an IEP Team applies for admission into the School or a

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~~program that does not have the staff or services available to meet the needs as identified on the IEP, the District's Executive Director of Student Services, or designee, will convene the IEP Team meeting. The School's acceptance of the student's application for admission is contingent upon the determination by the IEP Team that the student can receive a Free Appropriate Public Education (FAPE) in the least restrictive environment at the School , with or without reasonable modification. If the determination is that the IEP can not be fully implemented at the School and therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School, together with a representative from the District's Department of Student Services will participate in the IEP Team meeting at the School.~~

5. ~~Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.~~

6. ~~Admission of applicants with an IEP will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP from his/her previous school will be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, including the same or comparable services set forth in the IEP or Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is either adopted or changed; and (ii) for out of state transfers into the District, the District conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.~~

7. ~~A student who is admitted with a Section 504 Plan from his/her previous school will be provided with the same accommodations or comparable accommodations until such plan is modified pursuant to applicable federal and state regulations.~~

6.6 Participation in other District programs. No student may be jointly enrolled in the School and another District school or educational program without the written permission of the District and the School. Such written permission will include the manner in which the costs of instruction will be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement will be deemed payment for a purchased service under the Charter School Act. No student will be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the

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requirements for full time funding at one or both schools. If no written agreement is reached, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.

6.7 Non-resident admissions. Subject to its enrollment guidelines, the School will be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, Policy and this Contract. If the School has more applicants than it has space, preference will be given to those students who reside within the District, and then to students who ~~are new to~~ reside outside the District. Once accepted for enrollment, a non-district resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.8 Student movement after October 1. After October 1, the School agrees to use the standard District administrative transfer process. Requests for transfer to a District school will not be unreasonably denied.

6.9 Expulsion and denial of admission. - The statutory authority to expel students will remain with the District. However the Charter Board shall have the authority to remove students from the School, on the statutory grounds for which expulsion is permitted, and shall be delegated authority to conduct initial stages of the expulsion process, as follows: The Charter Board is hereby delegated the power ordinarily exercised by the executive officer under 22-33-105(2)(c), C.R.S., and may designate a hearing officer to render findings of fact and recommendations. Following a hearing, the Charter Board shall issue its confidential written opinion and convey that to the District. The Charter Board's confidential written opinion shall be final as to the removal of a student from enrollment in the School. If the student is removed by the Charter Board, the Board shall render a separate decision on whether such removal is also an expulsion under 22-33-105. C.R.S.

Any general education services required by law to be provided to suspended or expelled students will be the sole responsibility of the District, in cooperation with the School. Any special education and related services required by law to be provided to suspended or expelled students will be the sole responsibility of the District.

A student may be denied admission pursuant to 22-33-106, C.R.S.

6.10 Continuing enrollment. Pursuant to Colorado state law, students/parents who choice into the School will remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-district transfer procedures.

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7. EDUCATIONAL PROGRAM

7.1 Vision and mission. The vision and mission statements set forth in Section A of the Application are hereby accepted by the District to the extent they are consistent with the principles of the General Assembly's declared purposes for enacting the Act as set forth in C.R.S. §22-30.5-102(2) and (3).

7.2 Unified Improvement Plan. The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in the School's Unified Improvement plan (UIP) attached as **EXHIBIT D**.

~~**7.2 School goals and objectives**. The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in the Unified Improvement plan (UIP).~~

7.3 District Accreditation Indicators. Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The indicators are provided in **EXHIBIT ~~D~~E**. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

7.4 Educational Program Characteristics. The School shall implement and maintain the characteristics of its educational program set forth in **EXHIBIT F**, subject to modification with the District's written approval.

7.5 On-line program. The School's educational program as contained in the application and reviewed by the District does not include an on-line program pursuant to 22-33-104.6, C.R.S. and the School is accordingly prohibited from offering such an on-line program.

7.6 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. The educational program, pupil performance standards and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the District, will be designed to enable each pupil to achieve such standards, and will be consistent with the School's vision and mission. School students will take the TCAP test as required by the State. The School will participate in the District Accountability/Accreditation process.

7.7 English language learners. –The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency while participating in the mainstream English language instructional program. Programming will include regular time periods for direct

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instruction in English language acquisition and an emphasis on sheltered instruction, consistent with the plan identified in **EXHIBIT G**. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.~~The School will 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, including regular time periods for direct English instruction, consistent with the plan included as **EXHIBIT F**. The School will follow the District's procedures for identifying, assessing and exiting English language learners.~~

7.8 Education of students with disabilities.

1. The School is accountable for complying with federal laws prohibiting discrimination based on disability, including section 504, and the District is responsible for ensuring that all students receive a Free Appropriate Public Education (FAPE). The School and the District will work together in developing a plan to ensure compliance with these laws.

~~1.~~2. The District will provide all special education support services to students at the School, except that the School reserves the right to hire its own special education teacher(s) and paraprofessionals subject to review of licensing, and with the approval of the Executive Director of Student Services. The District will assign other special education support staff as necessary to meet student needs. The School will staff its special education personnel applying the same staffing formula used within other District schools. Therefore, except for District center-based programs and services, special education services at the School will be commensurate with those provided at other District schools.

~~2.~~3. The cost for special education services is described in Section 10.3. District services for special education will include being responsible for providing and paying the costs of defense and of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District.~~The cost for special education services is described in Section 10.3. District services for special education will include being responsible for providing and paying the costs and expense of defense, including attorneys fees and the costs/expenses of hearing officers, of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the~~

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Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District.

3.4. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and will 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 District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the decision of the District's Executive Director of Student Services will control.

4.5. The District and the School will jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Services, or designee, will maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School will use District special education forms and procedures and will document compliance with the requirements of federal and state law, including procedural due process. The District will respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

5.6. The School's special education teachers are required to participate in monthly staff meetings and any required special education training sponsored by the District and newly hired special education teachers will attend District orientation sessions, including *Being a Special Educator in St Vrain*, during the school year following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.

6.7. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the right to require such changes necessary to comply with law, and will have the right to request other reasonable changes on behalf of students with disabilities.he District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits

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~~in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the right to require such changes necessary to comply with law, and will have the right to request other reasonable changes that are not required by applicable law but will provide appropriate educational benefits to students with disabilities.~~

~~7.~~8. Special education programs and services, as determined by each student's IEP, will be available as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

~~8.~~9. Staff members of the School are not to recommend specific private or outside education programs to the parents of special education students that could require the District to provide services other than those included in the IEP. This section is not intended to apply to, nor to in any way restrict or inhibit School staff from offering good faith professional opinions given in appropriate forums, such as IEP meetings, or testimony in disputed matters.

~~9.~~10. The School shall not be held responsible for the costs of additional services that result from recommendations made by District Staff that are outside services other than those included in the IEP. The school will be responsible for the costs of additional services that result from recommendations made by school staff that are outside services other than those included in the IEP.

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8. FINANCIAL MATTERS

8.1 Revenues

1. District per pupil revenue funding. During the term of this Contract, the District will provide 100% of PPR to the School minus the following:
   a. The actual amount of the School's per pupil share of the central administrative overhead costs, including costs of special education services, as provided by law,
   b. Deductions for purchased services, and
   c. Other deductions as provided herein and adjusted as provided herein.
   d. District per pupil revenues will have the meaning defined in § 22-30.5-112(2)(a.5), C.R.S. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School, will be reflected as an adjustment to subsequent payment from the District to the School.

   The District will provide a report to the School detailing the total funding and deductions that comprise each remitted amount for the applicable time period.

2. Federal categorical aid. Each year the District will provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District 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 District with the required documentation.

3. State categorical aid. On or before January 25 the District will provide to the School the School's proportionate share of applicable state (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds, or Transportation funding) categorical aid received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required.

4. Mill Levy Override Funds.

   a. 2008 Mill Levy Override. The District shall allocate a proportionate share of the Mill Levy Override Funds based either upon the October 1 funded student count for the 2008-2009 year of the

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School, as certified by the Colorado Department of Education, as compared to the District's funded student count, or on subsequent Board action. For each subsequent year that the 2008 Mill Levy Override is in existence and the School remains under the oversight of the District's Board, the computed amount allocated to the School shall not exceed the amount computed for the 2008-2009 fiscal year, or subsequent Board action, modified by the proportionate share of any change in the amount of the Mill Levy Override tax assessed. Such funds will be disbursed to the School in proportion to the amount received by the District between February and June. Any outstanding difference between allocation and disbursement to the School will be disbursed on or prior to June 30th of the contract year. Because the proportionate share to the School will be paid on or prior to June 30th, the School agrees that any subsequent tax revenue for Mill Levy Override collected after the contract year, for the contract year, will remain an asset of the District.

b. 2012 Mill Levy Override. The District shall allocate and distribute 2012 Mill Levy Override Funds to the school in accordance with the attached signed Memorandum of Understanding (**Exhibit I**).

4. ~~Mill Levy override funds. The District shall allocate a proportionate share of the Mill Levy Override Funds to the School based upon the October 1 funded student count for the 2010-2011 year, as certified by the Colorado Department of Education, of the School as compared to the District's funded student count, and for each subsequent year that the 2008 Mill Levy Override is in existence and the School remains under the oversight of the District's Board. Such computed amount allocated to the School shall not exceed the amount computed for the 2008-2009 fiscal year modified by the proportionate share of any change in the amount of Mill Levy Override tax assessed. Such funds will be disbursed to the School in proportion to the amount received by the District during the year.~~

5. Annual accounting. The District shall provide a final accounting of costs to the School by September 30. Any imbalance of funds shall be corrected by October 31

8.2 Disbursement of Per Pupil Revenue. Commencing on July 26 of the contract term, District per pupil revenue funding as described in Section 8.1 will be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding will be based on the School's enrollment projections submitted in accordance with Section 8.5. Changes of more than 5% from projections may be subject to adjustment after first day pupil counts. Decreases of more than 5% from enrollment projections shall require a revised budget and financial review by district staff. Funding for December and subsequent months of the fiscal year will be adjusted in accordance with Section 8.3.

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8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: December 27 funding will be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in the District and not otherwise deducted. Funding on December 27 may also be adjusted for any services provided by the Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases will be made to the School's funding. Any adjustments to funding after the December 27 payment so that funding is equal to the PPR provided for in this Contract will be made no later than the June 27 payment.

Should CDE conduct a count audit that results in a denial of PPR or other funding for students enrolled in the School, the District may adjust the School's funding to reflect such reduction, provided that: (1) such adjustment shall not take place until, at the earliest, the time of actual repayment to CDE, and (2) the District shall timely notify the School of proposed audit findings adverse to the School and, upon request, assign to the School the District's right to contest such audit findings and to prosecute an administrative appeal and any judicial review of such findings.

8.4 Budget. On or before April 15 the School will submit to the District its proposed balanced budget for the following School year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget will be prepared in accordance with the state-mandated chart of accounts, utilizing the Charter School Budget Workbook provided by the District. On or before June 30 the School will submit to the District its balanced budget for the following school year as adopted by the Charter Board. Any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.~~The budget as approved by the Charter Board and any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.~~

8.5 Enrollment projections. Beginning with its second year of operation, the School will provide the District with its latest and best estimates of its anticipated enrollment for the next School year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent of the official membership for the current School year. It is agreed upon by the parties that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section will not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.6 TABOR reserve. The School shall comply with applicable provisions of Article X, Section 20 of the Colorado Constitution, also sometimes referred to as

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the TABOR Amendment, including the required TABOR Reserve as part of the School's ending fund balance.

8.7 Non-appropriation of funds. The parties agree that the funding for the School will constitute a current expenditure of the District. The District'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 District. The District's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the District 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.

8.8 Contracting. The School will not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by the School will include the following provisions:

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

b. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board and the District.

8.9 Annual audit. The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in section 3.2.4.b of this contract. If audit deadlines are not met, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School may, upon Board action, be required to use the District's independent auditor for subsequent years per the remedies outlined in section 3.5.5.~~The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The District will provide a trial balance to the School by the end of the first full business week of August. A draft of the audit report will be provided to the District by September 15. Any cost associated with the audit of the School shall be borne by the School. If such draft is not received by September 15, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School will be required to use the District's independent auditor for subsequent years.~~

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8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(I)(b), C.R.S. Such reports will be submitted to the District no later than 30 days following the last day of the quarter. All June/year-end reports will be submitted as part of the annual independent financial audit.

From time-to-time, the School may be asked, with 30 calendar days' notice, to present financial reports to the Board at its work session on the fourth Wednesday of a month. The format of the reports must be as prescribed by the District's Financial Services Department and will not be unreasonable.
~~The School will prepare quarterly financial reports for the District in compliance with 22-45-102(I)(b), C.R.S. Such reports will be submitted to the District no later than 30 days following the close of the quarter, or 30 days following the receipt of necessary IFAS reports from the District, if later, except that all June/ year end reports will be submitted with the annual independent financial audit.~~

~~From time-to-time, the School may be asked, with 30 calendar days notice, to present financial reports to the Board at its work session on the fourth Wednesday of a month. The format of the reports must be the same as that used by the District's Financial Services Department.~~

8.11 Non-commingling. Assets, funds, liabilities and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.12 Encumbrances and borrowing. During the term of this Contract, the School will not encumber any of its assets without the written permission of the District. Any borrowing above five percent of the School's budget will be subject to prior District approval~~,~~; such approval not to be unreasonably withheld.

8.13 Accounting system. The District must pre-approve any financial accounting system chosen by the School, and the School must use the District-mandated account codes as dictated by the Colorado Department of Education. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.~~The School will use the District IFAS accounting system and must use the District mandated account codes as dictated by the Colorado Department of Education. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.~~

8.14 Building corporation. Should the School create a building corporation for the purpose of issuing debt and purchasing a facility to lease to the School, ~~the School may not use the IFAS accounting system for the building corporation. However,~~ the School must use the financial reporting method for the building corporation required by the District.

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9. PERSONNEL

9.1 Employee status. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

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10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities , including normal health related and screening services. Such agreements by the District to provide services or support to the School will be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements will be finalized June 10 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

10.3 Special education services. The District will provide all special education related services at the average per pupil cost of providing such services for the district, multiplied by the number of students enrolled at the School. If the School provides services directly to students, the cost will be reduced by the amount of direct School expenditures commensurate with other District schools, including salary, benefits, supplies and materials, and purchased services. All purchases related to special education must be preapproved by the Executive Director of Student Services. Such approval will not be unreasonably withheld.

10.4 Student information data processing system. The District will provide to the School the use of the District's student information data processing system and assessment data warehouse program. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District's actual costs required to add the School to the system as outlined in the attached Additional Services Agreement (**EXHIBIT H**).~~The District will provide to the School the use of the District's student information data processing system. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and~~

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~~will pay to the District the District's actual costs required to add the School to the system, currently include but may not be limited to $145.60 per existing and $500.60 per new Citrix license, $4.33 per Goggle Mail License, $12.00 per student for Infinite Campus, $6.60 per student for Alpine Achievement and $15.00 per student for Enterprise Personnel, $29.78 per VoIP license renewal or $198.78 new, plus phone.~~

10.5 Personnel services. As requested by the School, the ~~The~~ District ~~will~~ may provide personnel services to the School at the average per pupil cost of providing such services for the District, multiplied by the number of students enrolled at the School. In addition, the School shall be responsible for payment of all unemployment insurance charges incurred on behalf of School staff. School staff will be responsible for payment of their own fees for such services as fingerprinting and background checks.

~~**10.6 Administrative support services.** The School will receive the benefit of services by the Centennial Board of Cooperative Educational Services (CBOCES) by its use of technology and programs provided to the District by CBOCES. The School will reimburse the District the average per pupil cost of the CBOCES charges to the District, multiplied by the number of students enrolled at the School.~~

10.6 Additional Services. The School may, at its own cost, subscribe to additional services or licenses with the District including, but not limited to, the services/licenses and costs as outlined in **EXHIBIT H**. Except as outlined elsewhere in this contract, the School is not obligated to subscribe to any additional services from the District, and the District is not obligated to renew its offering of such services or licenses each year. Service rates may be renegotiated or adjusted each year, regardless of the term of this contract. Any additional services not outlined in this contract or the attached exhibit must be negotiated under a separate services agreement.

~~**10.7 Service and supplies delivery.** The School will receive service and supplies delivery three days per week during the school year and once a week during the summer for $3,000 per year.~~

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11. FACILITIES

11.1 Location. The School shall be responsible for securing adequate facilities within the boundaries of the District for the operation of its ~~K-8~~ program; and all such facilities shall be in a single location and will be leased, purchased, maintained, and operated at the School's expense. Approval of the District's Board shall be required for the School to open additional locations. Any such facilities must meet all applicable standards and requirements of state and federal law for school facilities, including, but not limited to, the Americans with Disabilities Act. The School may open one or more preschool programs at the same or other locations as its ~~K-8~~regular program.

11.2 Use of District facilities. The School may not use District facilities for activities and events without prior written consent from the District.

11.3 Impracticability of use. If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct, renovate or upgrade a facility cannot be secured, the District will not be obligated to provide an alternative facility for use by the School to operate the School.

11.4 Long-range facility needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School. The District and School will follow the procedures as outlined in 22-30.5-404 and 405, C.R.S.

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12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. ~~a.~~ Timeline and process. The School will submit its renewal application by ~~October~~ December 1 of the year before the School's Charter expires. The Board of Education will act on the renewal application by resolution no later than February 1 of the year before the School's Charter expires following a public hearing where the School will have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Charter, it will detail the reasons in its resolution.

b. ~~b.~~ Application contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application is provided in District policy LBD-R, Relations with Charter Schools.

c. ~~c.~~ Criteria for renewal or non-renewal. The School may be non-renewed for any of the grounds listed in 22-30.5-110 (3), C.R.S. or a material breach of this Contract. The District will annually provide feedback about the School's progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.

12.2 Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, 22-30.5-110 (3),C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School 30 days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.3 School-initiated closure. Should the School choose to terminate this Contract, it may do so in consultation with the District at the close of any School year and upon written notice to the District given at least sixty calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District per pupil revenue funding as described in Section 8.1 will be reduced by adjusting from the date of conclusion of services to the end of the school year.

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12.4 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that the District will supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the School year. The District's authority hereunder will include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.5 below and 2) reassignment of students to different Schools. School personnel and its charter School governing board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.5 Return of property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, will be returned to and will remain the property of the District. Notwithstanding the above, the District will not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources will be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for profit organization.

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13. GENERAL PROVISIONS

13.1 Order of precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control, followed by Policies and Regulations, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.~~In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control followed by and Policies and Regulations, followed by mutually-accepted practices adopted by the School and approved by the District in writing during the term of the charter approval, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.~~

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 and the School's governing body and executed by authorized representatives of the parties.

13.3 Merger. This Contract contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and ~~supersede by~~ superseded by this Contract.

13.4 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.

13.5 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 or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

13.6 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 District. Nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder will be deemed an incidental beneficiary only.

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13.7 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.

13.8 Notice. Any notice required, or permitted, under this Contract, will be in writing and will be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three Days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

13.9 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.

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IN WITNESS WHEREOF, the parties have executed this Contract ~~as of~~ June ~~13~~26, ~~2012~~2013.

FLAGSTAFF ACADEMY, INC.
2040 Miller Drive
Longmont, CO 80501
303-651-7900

By_____
President, Board of Directors

ATTEST:

_____
Secretary

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
395 S. Pratt Parkway
Longmont CO 80501
303-682-7203
(fax) 303-682-7343

By_____
President, Board of Education

ATTEST:

_____
Secretary

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EXHIBIT A

WAIVERS

C.R.S. §22-1-110 Effect of use of alcohol and controlled substances to be taught. Specifies how, when, and to what extent the effects of alcohol and controlled substances will be taught in all grade levels.

Rationale: FACS uses a different curriculum and sequence than do other St. Vrain District Schools. The instructional materials and strategies used to teach these topics and the extent to which these topics will be integrated into the curriculum should be within the direction and control of the FACS Principal.

Plan: FACS will identify instructional materials and strategies to integrate these topics into the curriculum.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-9-106 Certified Personnel Evaluations. Requires school district to have a written system and related procedures to evaluate the performance of school district certified personnel.

Rationale: The Principal of FACS must have the ability to perform the evaluations for all personnel.

Plan: FACS will be responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-109(1)(b) Grants Board of Education authority to adopt policies and prescribe rules and regulations for efficient administration of the District.

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Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own operational policies, rules and regulations.

Plan: FACS will maintain a Board of Directors and will develop, adopt and implement its own operational policies, rules and regulations.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-109(1)(f) Requires Board of Education to employ all personnel and fix their compensation.

Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment.

Plan: FACS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-109(1)(n)(II)(B) Provides for adoption by the Board of Education of a District Calendar applicable to all schools or of individual school calendars.

Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to establish its own calendar.

Plan: FACS will prescribe its own school calendar.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

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C.R.S. §22-32-109(1)(t) Grants Board of Education authority to determine the educational program to be carried on in schools of the District and to prescribe textbooks.

Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to be responsible for its own determination of curriculum, and the selection of textbooks and other instructional materials, consistent with the school's mission, goals and educational program.

Plan: The board of FACS will be responsible to determine the school's curriculum and the selection of textbooks and other instructional materials, consistent with the school's mission, goals and educational program.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-109(1)(aa) Requires Districts to adopt content standards and a plan for implementation of such standards.

Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to adopt and implement its own content standards as long as said standards meet or exceed State content standards.

Plan: FACS will adopt content standards and a plan for implementation of such standards. The standards shall meet or exceed State content standards. The administration shall be responsible for implementation of the standards with oversight by the Board of Directors.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-110(h)(i)(j)(k)(ee) Grants Board of Education authority to terminate personnel; reimburse employees for expenses; procure group life, health and accident insurance for employees; adopt policies, rules and regulations relating to efficiency, in-service training, professional growth, safety, conduct and welfare of employees; and employ teacher aides and non-certified personnel.

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Rationale: Per above waivers, FACS will be operating on its own budget, hiring its own personnel, and otherwise acting independently from other schools in the District, therefore the Principal of FACS should be able to regulate the above issues to conform with other decisions made regarding hiring, firing, benefits, and training.

Plan: FACS will be responsible for its own personnel matters, including but not limited to employing its own staff, establishing its own terms and conditions of employment, policies, rules and regulations, benefits and providing its own training.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-119 Permits the Board of Education authority to establish and maintain kindergartens and prescribe courses of training, study and rules and regulations governing the program.

Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to operate its own kindergarten program consistent with the school's mission, goals and educational program.

Plan: FACS will operate its own kindergarten program and develop, adopt and implement the training, study and rules and regulation governing said program.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-126 Authorizes Board of Education to employ principals.

Rationale: The success of FACS will depend in large part upon its ability to select and employ its own staff, consistent with the school's mission, goals and educational program.

Plan: FACS will be responsible for its own personnel matters, including hiring a principal.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

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Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-201 Prohibits the Board of Education from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

Rationale: FACS should be granted the authority to hire teachers and a principal who will further the mission, goals and objectives of the school. The Principal will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. FACS seeks to attract principals and teachers from a wide variety of backgrounds, including but not limited to teacher residing out-of-state, teachers seeking alternative certification, persons with backgrounds of successful teaching experience in a setting not requiring a license, as well as persons with business or other professional experience.

Plan: FACS will be responsible for its own personnel matters, including but not limited to employing its own staff, teachers and principals and determining the required education, training and certification in order to further the mission, goals and objectives of the school.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-202 Requires written employment contracts with teachers, including a damages provision, and provides for temporary suspension of employment and cancellation of contract.

Rationale: FACS will be operating independently from the district and hiring its own staff and therefore should be granted the authority to develop its own contracts and terms and conditions of employment consistent with such contracts.

Plan: FACS will be responsible for its own personnel matters, and will develop its own employment contracts and terms and conditions of employment consistent with such contracts.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

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C.R.S. §22-63-203 Provides for contract with probationary teachers.

Rationale: FACS will be operating independently from the district and hiring its own staff and therefore should be granted the authority to develop its own contracts and terms and conditions of employment consistent with such contracts.

Plan: FACS will be responsible for its own personnel matters, and will develop its own employment contracts and terms and conditions of employment consistent with such contracts.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-206 Permits transfer of teachers between school upon recommendation of the District chief administrative officer.

Rationale: Per the above waivers, FACS will be responsible for its own hiring of teachers, therefore transfer of teachers would be inappropriate.

Plan: FACS will be responsible for its own selection and hiring of teachers.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-301/302 Provide grounds and procedures for the dismissal of teachers.

Rationale: Per the above waivers, FACS will be responsible for the hiring and firing of its own teachers, therefore FACS should be responsible for the grounds and procedures for the dismissal of teachers. The success of FACS in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. The school must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure does not apply to the charter school.

Plan: FACS will be responsible for its own personnel matters, and will develop its own grounds and procedures for the dismissal of teachers.

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Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-401 Provides for the District Board of Education to adopt a salary schedule and place teachers on the schedule.

Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to be responsible for its own personnel matters, including determining compensation rates in individual salary negotiations with teachers.

Plan: FACS will be responsible for its own personnel matters, including determining compensation rates of all employees.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-402 Prohibits disbursement on District monies to teachers not holding a valid teacher's certificate or written authorization.

Rationale: FACS should be granted the authority to hire teachers and a principal who will further the mission, goals and objectives of the school. The Principal will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. FACS seeks to attract principals and teachers from a wide variety of backgrounds, including but not limited to teacher residing out-of-state, teachers seeking alternative certification, persons with backgrounds of successful teaching experience in a setting not requiring a license, as well as persons with business or other professional experience.

Plan: FACS will be responsible for its own personnel matters, including but not limited to employing its own staff, teachers and principals and determining the required education, training and certification in order to further the mission, goals and objectives of the school. Full-time teachers in core subject areas will be required to obtain certification within a reasonable amount of time.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

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Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-403 Governs payment of salaries upon termination of employment of a teacher.

Rationale: FACS will be operating independently from the district and hiring its own staff and therefore should be granted the authority to develop its own contracts and terms and conditions of employment consistent with such contracts including provisions for any payments due after termination of the contract.

Plan: FACS will be responsible for its own personnel matters, and will develop its own employment contracts and terms and conditions of employment consistent with such contracts.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.
Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

District Policies.

The Academy requests waivers from any District policy or future policy which conflicts with the mission, goals, and educational program outlined in this proposal. The school specifically requests waivers from the following District policies:

Policy Section C, General School Administration
CA Administration Goals/Priority Objectives; CFB Evaluation of Principals/Building Administrators; CFBA Evaluation of Evaluators; CH Policy Implementation; CHA Development of Regulations; CHB Board Review of Regulation.

The Academy will establish policies for recruitment and hiring of administrative staff, with the intent to comply with any applicable laws.

Policy Section D, Fiscal Management

DB Annual Budget; DBC Budget Planning, Preparation and Scheduling; DBD Determination of Budget Priorities; DBG Budget Adoption; DD Funding Proposals; Grants and Special Projects; DG Banking Services; DGA/DGB Authorized Signatures/Check-Writing Services; DJ (all) Purchasing Procedure policies; DKC (also DKC-R-1 and DKC-R-2) Expense Authorization/Reimbursement: DN (also DN-R) School Properties Disposition.

To the fullest extent possible, the school budget will be developed and managed by the Academy Board. The Academy will establish its own business practices, and all equipment will be purchased and sold within guidelines established by its Board.

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Policy Section E, Support Services

EEA Student Transportation; EEAA Walkers and Riders; EEAC Bus Scheduling and Routing; EEBA School-Owned Vehicles; EF Food Services; EFAA Use of Surplus Commodities; EFC Free and Reduced-Price Food Services.

The Academy will not provide transportation and will not offer food services to its students. Transportation will be provided by parents. The Academy may elect to provide one or both of these services in the future, or to contract with the District for transportation services for field trips or other special events.

Policy Section F, Facilities Planning and Development

FE (all) School Construction policies; FF (also FF-R) Naming of Facilities.

The Academy will be responsible for the planning, design, construction, supervision, and naming of its own facilities.

Policy Section G, Personnel

GBD Communications with Staff; GBEB Staff Conduct; GBEBA Staff Dress Code; GBEBC Gifts to and Solicitations by Staff; GBK (also GBK-R and GBK-E) Staff Concerns/Complaints/Grievances; GC (all) School Employee policies; GD (all) School Employee policies.

Compensation and employment contracts will be established and approved by the Academy Board of Directors. All school employees will be considered "at will" employees, allowing either the school or the employee to terminate the employment at any time. The Academy will determine its school calendar and workday schedules, staffing needs, and recruitment and hiring procedures. The Academy will develop its salary schedules and benefit package, subject to the statutory requirement that employees of a charter school be members of the PERA. The Academy will adopt policies which comply with all state and federal laws and which specify and ensure legally-required rights, privileges, and protections for its employees.

Policy Section H, Negotiations

H (all) Negotiations policies.

The Academy will be responsible for drafting policies and negotiating employment contracts.

Policy Section I, Instruction

IB Academic Freedom; IC/ICA School Year/School Calendar; IE Organization of Instruction; IF (also IF-R) Use of Instructional Time; IFC Multiculturalism; IG (all) Curriculum Development policies; IH (all) Instructional policies [notwithstanding this waiver request, The Academy intends to fully comply with all federal and state educational requirements discussed within these policies]; IIB (also IIB-R) Class Size; IJ (all) Instructional Materials and Resources policies; IK (all) Grading, Assessment, and

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Graduation policies; IL Evaluation of Instructional Programs; ILB Test/Assessment Administration; IMB Teaching About Controversial/Sensitive Issues; IMBB Exemptions from Required Instruction.

The Academy will design its own educational program and curriculum. Textbooks will be approved by the Academy Board. Curriculum design, implementation and review will be an ongoing process. The Academy will work with the District to ensure the content standards of its curriculum meet or exceed those of the District. The Academy may wish to develop alternative assessments to those the District employs. In addition, The Academy reserves the right to determine policies concerning other school issues, including but not limited to field trips, volunteers, and parent and staff conferences.

Policy Section J, Students

JC (also JC-R) School Attendance Areas; JF (all) Student Admissions policies; JGA (also JGA-R) Assignment of New Students to Classes and Grade Levels; JH (all) attendance policies; JICA Student Dress; JII Student Concerns, Complaints and Grievances; JJ-1/JJ-2 Student Activities; JK (all) Student Discipline policies; JP Student Donations and Gifts; JQ Student Fees, Fines and Charges.

The Academy will establish its own enrollment and withdrawal policies. The Academy will also establish its own student dress code and discipline procedures.

Policy Section K, School-Community-Home Relations

KE Public Concerns and Complaints; KEC (also KEC-R and KEC-E) Public Concerns about Instructional Resources; KEF Public Concerns/ Complaints about Teaching Methods, Activities or Presentations; KF (all) Use of School Facilities policies; KHA (all) Solicitation and Promotional policies.

The Academy Board will hear and handle all parental complaints about the school's academic program and instructional resources. The Academy will establish its own policies concerning fundraising and advertising activities.

Policy Section L, Education Agency Relations

LDA (also LDA-R) Student Teaching and Internships

The Academy will determine when it is appropriate to accept a student teacher at the school.

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EXHIBIT B

FLAGSTAFF ACADEMY RECRUITMENTAND ENROLLMENT PLAN

Flagstaff Academy is committed to the goal of recruiting, enrolling and retaining a student population that will mirror and be reasonably representative of the "at risk" grades K – 8 student population in the District attendance area it serves, who's at risk population is currently approximately 48%. We clearly understand the importance of targeting the "at risk" population including free and reduced lunch individuals, English language learners as well as those considered at academic risk including students performing below or above grade level. In our concerted effort to reach out to these populations, Flagstaff Academy is implementing the following recruitment plan:

Implementation of a preschool program that will focus on early identification and intervention for at risk students. These identified students would continue at Flagstaff feeding into our kindergarten program.

All of our enrollment and recruitment flyers will be in Spanish to target ESL/ELL students and families. If additional languages are identified as a high priority, Flagstaff Academy will translate those documents into these languages.

All of our teachers will be trained in ELL instruction, with a focus on inclusion and sheltered instruction.

Continue to pursue busing options. Flagstaff Academy would welcome any opportunity to enter into conversations with the St. Vrain Valley School District concerning the possibility of providing transportation to our students.

Flagstaff Academy will focus on more Community-based recruitment including churches, youth centers, and recreational centers.

Flagstaff Academy has and will continue to advertise the school in the local papers including Longmont, Erie, Niwot, and the surrounding areas with an emphasis on the fact that we are not tuition-based.

Enrollment clinics are held to allow parents to tour the school and see firsthand instruction taking place.

Student "shadowing" is encouraged for interested students in grades 4th-8th. Students are encouraged to spend a portion of a day or an entire day immersed in the programs we have at Flagstaff Academy. This results in students having feedback about our school and hopefully becoming acquainted with other students.

We offer after school programming for students.

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EXHIBIT C

ENROLLMENT PROCEDURES

1. Each parent desiring to enroll his or her child in Flagstaff must sign “intent to enroll” form and deliver it to the enrollment coordinator. Parents need not submit intent to enroll forms for students already attending the School.

2. Registration dates:

(a) December 1st: Open enrollment begins for following school year, waitlists initiate.

(b) January 31st: Open enrollment ends, waitlists are finalized.

(c) October 1st: enrollment ends, waitlists are purged.

3. If there are more students whose parents wish to enroll them in Flagstaff than there are class spaces available, students shall be based on the following criteria:

(a) The first preference is for students presently attending Flagstaff. Students will be allowed to re-enroll for the following school year. Parents must affirm their desire to re-enroll their child(ren) each spring by the date published.

(b) The second preference is for siblings of children already enrolled, with the exception of any sibling who previously declined enrollment, or has withdrawn from the waiting list or Flagstaff, based on first come, first served. Any sibling offered a position prior to October 1 must enroll or forfeit their position for that school year and be placed in the general waitlist.

(c) The third preference is for the children of the founding families of Flagstaff based on first come, first served.

(d) The fourth preference is for children of all full and part-time Flagstaff staff members based on first come, first served. Employees having completed 5 years of continuous service may maintain their staff preference, for student enrollment, provided that their termination of employment is voluntary.

(e) The fifth preference applies only to children going into kindergarten. Any child who was enrolled in the Flagstaff Preschool program at the end of open enrollment shall have a preference for admission into kindergarten the following year based on first come, first served.

4. If spaces remain after all the foregoing preferences have been used, all students who reside in the St. Vrain Valley School District shall be placed on the general waitlist and shall be admitted on a first come, first served basis.

(a) If spaces remain after all in-district students on the waiting list have been enrolled, all out-of-district students shall be placed on the general waitlist and shall be admitted on a first come, first served basis.

5. Flagstaff Academy shall not admit any new students after the Oct. 1st student count date.

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EXHIBIT D

UNIFIED IMPROVEMENT PLAN

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EXHIBIT ~~D~~E

DISTRICT ACCREDITATION INDICATORS

School Performance Framework: In conducting its annual review of each school's performance, the District will consider the school's results on the School Performance Framework. The School Performance Framework measures a school's attainment on the four key performance indicators identified in the Education Accountability Act of 2009 (article 11 of title 22):

Academic Achievement: The Academic Achievement Indicator reflects how a school's students are doing at meeting the state's proficiency goal: the percentage of students proficient or advanced on Colorado's standardized assessments. This Indicator includes results from TCAP and COAlt (Reading, Writing, Math and Science), and Lectura and Escritura.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects 1) normative growth: how the academic progress of the students in this school compared to that of other students statewide with a similar TCAP score history in that subject area, and 2) adequate growth: whether this level of growth was adequate for the typical (median) student in this school to reach proficiency in three years or by the 10th grade, whichever comes first, as measured by the TCAP.

Academic Growth Gaps: The Academic Growth Gaps Indicator reflects the academic progress of historically disadvantaged student subgroups and students below proficient. It disaggregates the Growth Indicator into student subgroups, and reflects their normative and adequate growth. The subgroups include students eligible for Free/Reduced Lunch, minority students, students with disabilities (IEP status), English Language Learners, and students who scored at the below proficient level.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or jobs upon graduation. This Indicator reflects student graduation rates, dropout rates, and average Colorado ACT composite scores. Based on State identified measures and metrics, schools receive a rating on each of these performance indicators that evaluates if they have exceeded, met, approached, or not met the state's expectations. These performance indicators are then combined to arrive at an overall evaluation of a school's performance.

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EXHIBIT ~~E~~F

EDUCATIONAL PROGRAM CHARACTERISTICS

Flagstaff Academy's educational program is based on the Core Knowledge sequence with an emphasis on Science and Technology. The Core Knowledge Sequence was developed to provide students with a rich vocabulary and broad knowledge upon which future instruction can build, broaden and deepen. The ultimate goal is to ensure that all children are given access to the same knowledge base that assures later educational success.

Thus, the Core Knowledge Sequence provides a detailed, explicit, and systematic sequence of grade specific content that can be taught consistently year after year. The core content is organized to spiral through the grade levels, becoming more sophisticated and dedicated in each successive grade.

Research proves that this approach enables students to retain information much longer and develop skills more easily when meaningful content is combined with the teaching of skills.

The academic program is based on the Core Knowledge Sequence curriculum, which provides a coherent integration of content that encourages academic progress as children build knowledge and skill level from one year to the next.

Science

Lab Learner/Prentice Hall and Houghton Mifflin Science and Technology: Flagstaff Academy strongly believes in science exploration. Students will establish a knowledge base for understanding science. Teachers and students together will be members of a community focused on learning science. This will be done through a science lab based program that will be used in conjunction with the Core Knowledge science program. Flagstaff will use the K-8, Lab Learner Science program, developed by the Center for Science and Health Education at Pennsylvania State College of Medicine. "Lab Learner is a unique, hands-on, complete elementary science program that utilizes scientific methodology to let students and teachers experience the thrill of scientific discovery firsthand" (Penn State, 2004). Lab Learner was developed to align to national and state standards and give students concepts in science and health. This is a science program with proven research in science standards and student achievement by the Penn State College of Medicine (Penn State, www.lab-learner.com). Flagstaff Academy will implement a comprehensive, K-8, technology plan across the curriculum. All teachers and students will become proficient in the use of technology and will be evaluated on the effectiveness of integrating technology into lesson plans and student work. Flagstaff Academy's goal is that by 2008 the school becomes 100% integrated with technology across the curriculum.

The curriculum and related methods and materials are based on the following criteria:

1. It is desirable that the curriculum be written from a Core Knowledge perspective.
2. The curriculum should be traditional and conventional in nature, utilizing proven advances in methods in the field of education.

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The curriculum must be teacher-centered, allowing the teacher to exercise personal giftedness and judgment in applying the curriculum, methods and materials.

Technology

The Internet, a global computer network referred to as the World Wide Web, and electronic communications (e-mail, chat rooms and other forms of electronic communications) have vast potential to support curriculum and student learning. The school believes they should be used as a learning resource to educate and to inform.

Use of the Internet and electronic communications require students to think critically, analyze information, write clearly, use problem-solving skills and hone computer and research skills that employers demand. Use of these tools also encourages an attitude of lifelong learning and offers an opportunity for students to participate in distance learning activities, ask questions of and consult with experts, communicate with other students and individuals, and locate material to meet educational and personal information needs.

The school believes the educational opportunities inherent in these tools far outweigh the possibility that users may procure material not consistent with the educational goals of the school. However, the Internet and electronic communications are fluid environments in which students may access materials and information from many sources, including some that may be harmful to students. The school acknowledges that while it is impossible to predict with certainty what information students might locate or come into contact with, it desires to take all reasonable steps to protect students from accessing material and information that is obscene, pornographic or otherwise harmful to minors. Students shall take responsibility for their own use of the school computers and computer systems to avoid contact with material or information that may be harmful to minors.

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EXHIBIT ~~F~~G

PLAN FOR ENGLISH LANGUAGE LEARNERS

As our school wide population increases, so does our population of English Language Learners, and we feel the best way to serve them is through compliance with all District early identification testing. Once we have clearly identified the level of need in our building we plan to education this population thoughtfully and skillfully. To do so, we will train all of our teachers in ELL instruction, with a focus on inclusion and sheltered instruction. In addition, we will be providing direct instruction in compliance with OCR requirements.

The School will follow the District's procedures for identifying, assessing and exiting English language learners. All students indicating another language on their Home Language Survey will be given to the district for initial screening for appropriate initial identification status. Students that have been identified as NEP or LEP will be assessed using CELA until they have reached FEP status. We will then deliver direct instruction to identified students in alignment with District identification, instruction, and protocols. Once students have reached FEP status, we will monitor those students using the monitoring plan in Alpine Achievement. For two years, we will use internal assessments, report card grades, and TCAP to track the progress of these students.

The Implementation of our preschool program focuses on early identification and intervention for at risk students, including English Language Learners. Our preschool Director has an advanced degree in Second Language Acquisition.

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EXHIBIT H

ADDITIONAL SERVICES AGREEMENT

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
IMAGINE CHARTER SCHOOL AT FIRESTONE

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
IMAGINE CHARTER SCHOOL AT FIRESTONE

This Contract is made and entered on June ~~13~~19, ~~2012~~ 2013 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district hereafter referred to as the "District" and the **IMAGINE CHARTER SCHOOL AT FIRESTONE**, a Colorado non-profit corporation hereafter referred to as the "School".

RECITALS

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

WHEREAS, the School District Board of Education, hereafter referred to as the "Board," previously approved an application for School as a District charter school through 2015-16, school and fiscal years and entered into successive charter contracts for the operation of such school;~~the School District Board of Education, hereafter referred to as the "Board," previously approved an application for School as a District charter school for the 2008-09 through 2010-11school and fiscal years, approved the renewal of the charter for five through 2015-16 and entered into successive charter contracts for the operation of such school;~~

NOW THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants, and payments herein described, the parties agree as follows:

1. DEFINITIONS. The following words and phrases used in this Contract shall have the following meanings:

School shall mean the Imagine Charter School at Firestone of Firestone, Colorado.

Charter Board shall mean the Imagine Charter School at Firestone Board of Trustees.

Act shall mean the Charter Schools Act, C.R.S. §22-30.5-101 and following.

Administrator shall mean the principal of the School.

Application shall mean the School's application for a charter school dated August 25, 2006.

Board or Board of Education shall mean the District's Board of Education.

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CFO shall mean the District's Chief Financial Officer.

Contract shall mean this Charter School Contract between the District and the School dated June ~~13~~19, ~~2012~~2013

C.R.S. shall mean Colorado Revised Statutes.

TCAP means the Transitional Colorado Assessment Program.

Days shall mean those days when the District's Educational Service Center is open for business.

Department shall mean the Colorado State Department of Education.

District shall mean the St. Vrain Valley School District RE-1J, Boulder, Broomfield, Weld and Larimer Counties, State of Colorado.

Finance Act shall mean the Public School Finance Act of 1994, C.R.S. §22-54-101 and following, as amended, or its successor.

General Assembly shall mean the Colorado General Assembly.

Governmental Immunity Act shall mean the Colorado Governmental Immunity Act, as amended, C.R.S. §24-10-101 and following.

IEP shall mean Individualized Education Program.

Material Breach shall mean a violation of this Contract which is substantial and significant and which will excuse the non-breaching party from further performance of this Contract.

Open Meetings Law shall mean the Colorado Open Meetings Law, as amended, C.R.S. §24-6-401 and following.

Policies or the term "Policies and Regulations" shall mean those District adopted policies and implementing regulations that are of general applicability to all schools within the District except (a) those that are determined by the District, from time to time, to not be applicable to existing charters schools within the District; and (b) those policies and implementing regulations for which the School has been granted a specific waiver or waivers.

Public Records Law shall mean the Colorado Public Records Law, as amended, C.R.S. §24-72-204 and following.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

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2. ESTABLISHMENT OF SCHOOL

2.1 Term. This Contract is effective as of July 1, ~~2012~~ 2013 for a ~~one~~ three year period terminating on June 30, ~~2013~~2016. Should the parties be unable to reach agreement on all terms of a renewed contract by July 1 of a school year during the term of the charter granted by the Board, the provisions of this Contract shall continue to be observed pending such renewal. Regardless of length of term, contract may be subject to yearly amendments, addendums, or exhibit updates upon mutual agreement by all parties. Although this Contract may be for operation of the Charter School for a period in excess of one fiscal year, pursuant to Article X, Sec. 20 of the Colorado Constitution, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2 Charter school legal status. The School has incorporated as a Colorado nonprofit. Unless the parties agree otherwise in writing, the School will continue to operate as a Colorado non-profit corporation and will assure that its operation is in accordance with its articles of incorporation and bylaws. The School will notify the District promptly of any change in its corporate and/or tax exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School 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 part of the District. As such, the School is subject to Colorado laws and district Policies that apply to public charter schools unless waived in accordance with Section 5.5 of this contract. Further, the School is a public entity within the meaning of 24-10-106, C.R.S., and is therefore entitled to the protections of the Colorado Governmental Immunity Act.

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3. DISTRICT-SCHOOL RELATIONSHIP

3.1 District responsibilities and rights.

3.1.1 Right to review. The School will operate under the auspices of, and will be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this contract, all federal and state laws and regulations, Policies and Regulations. 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 will be open to inspection and made available to the District in a timely manner. Records include, but are not limited to the following:

a. School records including but not limited to student cumulative files, policies, special education and related services;
b. Financial records;
c. Educational program, including test administration procedures and student protocols;
d. Personnel records, including evidence criminal background checks have been conducted;
e. School's operations, including health, safety and occupancy requirements; and
f. Inspection of the facility.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities.

The School shall have the right to maintain as confidential from the District those School records to which such confidentiality attaches as a matter of law, including but not limited to: records of Charter Board executive sessions (subject to the Sunshine Act procedures for contesting such confidentiality); attorney-client correspondence and work product records of the School; records relating to School-District negotiations or negotiation strategies; and records relating to disputes between the School and the District. The School, through its Executive Director or the Charter Board may elect to disclose such confidential records to the District on a case-by-case basis, with or without District assurances relating to preservation of confidentiality, notwithstanding the rights noted above and without in any way impairing its right to assert confidentiality in future cases.

3.1.2 Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification will be made within ten Days of its receipt by the District and will include information about the substance of complaint taking into consideration any complainant's request for anonymity.

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3.1.3 School health or safety issues. The District will immediately notify the School of any circumstances requiring school closure, lockdown, emergency drills or any other action that may affect school health or safety.

3.1.4 Feedback about progress. Within sixty calendar days of receipt of the School's annual report completed pursuant to Section 3.2.4a of the Contract, the District will, at a minimum, provide information to the School about its status in relationship to the goals, objectives and accreditation requirements contained in Section 7.2.

3.1.5 Access to student records. Upon request, the District will timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School will use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and will not use student information acquired from the District for any other purpose.

3.1.6 Indemnification by District. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District agrees to indemnify and hold the School and the Charter Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. 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.

3.2 School responsibilities and rights.

3.2.1 Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system per section 10.4, and adhering to all provisions of the Public School Financial Transparency Act (22-44-304, C.R.S). In addition, the School will ensure that records for students enrolling in other Schools are transferred in a timely manner. ~~Financial records will be posted and reconciled at least monthly.~~ All records will be maintained at the School and will be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

3.2.2 Notification to District.

a. The School will notify the District Superintendent's Office within three Days (and other appropriate authorities) in the following situations:

1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law.
2. Any complaints filed against the School by any governmental agency.
3. Any incident on School property or at a School sponsored activity in violation of the School's gang activity policy.
4. When a student fails to attend all or part of any school day without authorization when the School has been notified in writing by the supervising court or probation/parole officer that the student is required to attend school.
5. Instances on or off School property of assault, disorderly conduct, harassment, knowingly false allegations of child abuse, or any alleged offenses under C.R.S. Title 18 by a student and directed toward a teacher or other School employee.
6. ~~Instances on School property of damage by a student to the personal property of a teacher or other School employee.~~

b. The School will immediately notify the District Superintendent's Office of any of the following:

1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
2. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
3. The arrest of any members of the Charter Board or employees of the School for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
4. Misappropriation of funds;
5. A default on any obligation, which will include debts for which payments are past due by sixty calendar days or more; or
6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) corporation, if applicable.
7. Any mandatory reporting requirements to the Department as set forth in 1 CCR 301-37, §15.00.
8. ~~When a school official or employee has reasonable cause to know or suspect that a child has been subject to abuse or neglect or who has observed the child being subject to circumstances or conditions which would reasonably result in abuse or neglect.~~

~~9.~~8. When there are reasonable grounds to believe an act that rises to the level of a Public Safety Concern as defined in the District's Boulder County Information Sharing Interagency Agreement has

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been perpetrated by a student or any adult on School grounds or at a School sponsored activity.

3.2.3 Compliance. The School will comply with all federal and state laws, local ordinances, and Policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and Policies in accordance with Section 5.5 below. The School shall report instances of significant property damage by a student to the personal property of a School teacher or other School employee and instances of child abuse as such reporting is required by applicable state statutes.

3.2.4 Reports. The School will timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates. Timely notification will be provided when due dates are changed. Failure to provide reports within ten Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 of this contract. Any report requiring data from the District will not be required from the school until 30 days after the data is actually received from the District. This reporting obligation may be fulfilled by sending a link to an electronic version of the report.

a. Accreditation/School Improvement – If the school participates in the CSSI (Charter School Support Initiative), the school will provide a copy of the report to the district. The school shall participate in the district/state Accreditation/School Improvement process and shall submit a Unified Improvement Plan (UIP) in the CDE format by the required deadline based on the school's assigned status from their School Performance Framework (SPF) and input from the CSSI report (if applicable). If deadlines are not met, it shall be considered a material breach of contract and the School shall have ten business days or such other time as the parties may agree to cure such breach.

b. Required financial reports (in pdf or Excel format, unless otherwise noted)
    a. Monthly, within 30 days of the end of the month:
        i. Trial Balance (in the District's prescribed Excel format)
        ii. Bank statement(s) and reconciliation(s) for Charter's main operating cash account(s)
    b. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    c. Annually, as specified:
        i. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        ii. Projected enrollment – March 15
        iii. Proposed Budget – April 15

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iv. Charter Board approved budget – June 30
v. Draft of annual audit with Trial Balance – September 15
vi. Final annual audit with Trial Balance – October 15
vii. Amended budget, or adopted budget if not amended, on CDE form – January 21

~~b. Required financial reports (including budget)~~
~~i. Projected enrollment – March 15~~
~~ii. Proposed Budget – April 15~~
~~iii. Charter Board approved budget – June 15~~
~~iv. Quarterly financial reports – within 30 days of the close of the quarter~~
~~v. Draft of annual audit – September 15~~
~~vi. Final annual audit – October 15~~
~~vii. Amended budget, or adopted budget if not amended, on CDE form – January 21~~

c. School calendar – Due on April 15 provided the St. Vrain Valley School District calendar is approved by the Board of Education by March 15. ~~– April 15~~

d. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – May 31

e. Governance information including Charter Board (i.e., names/ contact info, terms and signed Board Member Certification Forms or Board of Director's Agreements) – August 31

f. Insurance certification – August 31

g. Summary Listing of Human Resources/Personnel Information in mutually-agreed format – September 15

The District HR department will retain information on School personnel as outlined below. For any new employees hired or for any personnel changes made, all applicable forms, reports, and transcripts must be updated or submitted to HR within 10 business days of the date of hire or change.

a. Copy of active license waiver on file with the Colorado Department of Education (if applicable)
b. Completed CDE Employee Data Collection Form
c. All college transcripts from all degrees obtained for all licensed personnel
d. Copy of any content exam results (if applicable)
e. Copy of Colorado Teaching License (if applicable)

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The School and the District's HR department will mutually sign off on any new information submitted once it is deemed complete. The School agrees to work with the District to provide any additional personnel information in order to meet any actual additional or unexpected reporting requirements or inquiries from the Colorado Department of Education or other Federal or State governmental authorities.

~~f. Insurance certification – August 1~~

3.2.5 Indemnification by School. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School agrees to indemnify and hold the District and its Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. 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.

3.3 Procedures for contract amendments. The party requesting the change shall send written notice to the other party in accordance with Section 13.8. The receiving party will have sixty calendar days to review and act upon the proposed changes. If the receiving party does not act on the proposed changes within this time period, the changes will be deemed to have been accepted. The parties agree to not unreasonably withhold accepting proposed changes to this Contract.

3.4 District – School dispute resolution procedures. All disputes arising out of the implementation of this Contract will be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided~~, or unless otherwise agreed upon~~.

a. In the event of any dispute or claim arising under or related to this Contract, the parties shall use their best efforts to informally settle such dispute or claim through good faith negotiations with each other.

b. If such dispute or claim is not settled through such negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through informal negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado, or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 30 days following either party's written request therefore.

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c. If such dispute or claim is not settled through mediation, then either party may, within 5 days of conclusion of mediation, request in writing to the other party arbitration to be held in Longmont, Colorado. Within one week of receipt of such request, -the authorized representatives of the parties will attempt to agree upon an arbitrator. If they reach no agreement within three days after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.

d. The arbitrator will conduct a hearing limited to the issues raised in the notice. The arbitrator will have authority to make procedural rules and will issue a report to the parties within 10 calendar days after the close of the hearing. Such report will contain findings and a decision if binding arbitration was selectedfinal and binding decision, provided that the arbitrator is not authorized to modify, add to or subtract from this agreement.

e. Waiver. Failure to file notice within the times specified or failure of a party to advance the process within the times specified, will be deemed a waiver of any further 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, provided that the parties may agree in writing to extend any of the time limits for a specified period.

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

g. During the entire period of negotiations, mediation, arbitration, and possible appeal, the District shall not enforce its remedies set forth herein.

3.5 Other remedies. If the School is in violation of 22-30.5-110 (3), C.R.S., state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.2. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

Prior to applying a remedy other than 3.5 (b).2 below, the District will send a notice of breach and provide the School with an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the School to contest the deficiency, a reasonable timeframe for remedying the deficiency, and the expected results.

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1. Withholding of some or all of the funds due to the School until compliance occurs. This remedy may be applied in situations to include failure to submit reports listed in Section 3.2.4 by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4.

2. 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 District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, apply to the Commissioner of Education to take immediate control of the School pursuant to the Charter Schools Emergency Powers Act, CRS 22-30.5-701, et seq. and 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. Any relief granted by the Commissioner may continue during the pendency of any dispute resolution process with respect to any alleged breach.~~Notwithstanding any other provision of this Contract, in the case of any emergency which the District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, pursue a remedy pursuant to the Charter Schools Emergency Powers Act , CRS 22-30.5-701, et seq..~~

3. Notice of breach and development of a plan to correct the deficiency(ies). This remedy will be initiated by a letter from the District containing all of the information in Section 3.4b. In addition, the letter will require the School to prepare a plan to remedy the deficiency, submission of the plan to the District for review and comment, revisions to the plan by the School at its discretion, and approval of the plan by the Charter Board to include a statement that directs the School's staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

4. Escalating Notifications. For minor issues of non-compliance, a notification will be sent to the relevant parties involved, requesting resolution. If non-compliance continues, the District reserves the right to sequentially escalate notifications to the Charter administration, the Charter Board, and, upon Board action, to families of enrolled students of the charter school, in that order.

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5. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.4.b occurs, the District may, upon Board action, require the school to:
    a. Use the District's prescribed financial accounting system for the tracking and reporting of all school financial operations at the school's cost, and/or
    b. Use the District's prescribed auditing firm for the school's year-end financial audit at the school's cost.

3.6 District violations of charter school law or contract. If the School believes that the District has violated any provision of this Contract or charter school law, the School will send the District notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the District to contest the deficiency, a reasonable time frame for remedying the deficiency, and the expected results. If the District does not remedy the violation, the School may initiate the dispute resolution procedures outlined in Section 3.4.

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4. SCHOOL GOVERNANCE

4.1 Governance. The School's articles of incorporation and bylaws will not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies will provide for governance of the operation of the School in a manner consistent with this Contract. The articles of incorporation and bylaws shall be filed with the District. The Charter Board will operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body will be made in accordance with the procedures described in Section 2.2 of the Contract and shall be filed with the District.

4.2 Corporate purpose. The purpose of the School as set forth in its articles of incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, Sections 22-30.5-101, et seq., C.R.S., and appropriate ancillary activities.

4.3 Transparency. The School will make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and will conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.

4.4 Complaints. The School will establish a process for resolving public complaints, including complaints regarding curriculum, which will include an opportunity for complainants to be heard. The final administrative appeal will be heard by the Charter Board, not the District's Board of Education.

4.5 Contracting for core educational services. Unless otherwise agreed in writing by the District, the School will not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This will not prevent the School from engaging independent contractors to teach selected, specific courses.

The parties acknowledge that the District has agreed that for the term of this contract Imagine Schools Inc., a Delaware corporation, has been contracted by the School as an educational management corporation. The school agrees to notify the District immediately if this relationship changes.~~The parties acknowledge that the District has agreed that for 2011-2012 Imagine Schools Inc., a Delaware corporation, has been contracted by the School as an educational management corporation.~~

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5. OPERATION OF SCHOOL AND WAIVERS

5.1 Operational powers. The School will be fiscally responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing or purchasing facilities for School purposes (subject to Board approval); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. All such operational powers of this paragraph shall be subject to Colorado law, including, but not limited to, Article X, Section 20 of the Colorado State Constitution.

5.2 Transportation. Any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School. The District is not delegating the authority to impose a transportation fee.

5.3 Food services. If requested to do so by the School, and feasible for the District to do so, the District will provide free and reduced price meals to needy students in a manner determined by the District and in accordance with Policies and applicable federal and state law. If a lunch program is offered by the School that is not part of the District program, the School shall provide, at its costs, free and reduced priced meals to needy students in accordance with Policies and Regulations and applicable federal and state laws.

5.4 Insurance. The School will purchase insurance protecting the School and Charter Board, employees (including non-compensated student teachers and students participating in a supervised non-compensated internship), volunteers, and the District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability (including owned, hired and non-owned vehicles) insurance. The School will also purchase a bond or crime insurance and property insurance covering buildings, contents, and equipment breakdown, where applicable. The School will also purchase statutory workers' compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District 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 District. The Colorado School Districts Self Insurance Pool (CSDSIP) is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 31. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without 30 days prior written notice by certified mail, return receipt requested, given to the District's Risk Manager. The School will notify the District's Risk Manager within ten 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.~~The School will~~

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~~purchase insurance protecting the School and Charter Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School will also purchase crime insurance and property insurance covering contents and equipment breakdown. The School will also purchase statutory workers' compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District 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 District. The Colorado School Districts Self Insurance Pool is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 31. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without prior written notice by certified mail, return receipt requested, given to the District's Risk Manager. The School will notify the District's Risk Manager within ten 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.~~

5.5 Waivers.

1. Automatic waivers. The District agrees to seek waiver from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers.

   The School will be granted certain waivers from Policies and Regulations upon approval by the Board of acceptable replacements.

   The District will grant automatic waivers that are necessary or appropriate when a statute, rule or policy by express terms does not apply to a charter school or the District, through the Contract, has delegated this authority to the School.

2. Additional waivers. The Board agrees to jointly request waiver of state law or regulation, in addition to those automatically granted, if the Board first approves that request. Board approval of requests to waive State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

3. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty calendar days to review the request and, thereafter, will present the matter before the Board at its next regular

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meeting. The Board will, unless otherwise agreed by the parties, have thirty calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of Board-approved Policies and Regulations may be granted only to the extent permitted by state law. In the event the Policy or Regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board approval of requests to waive either Policies or Regulations or State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

4. Compliance assurance. The School will take reasonable steps to assure that staff at the School, members of the Charter 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 Policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Policies.

5. A list of all waivers is included as **Exhibit A**.

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6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through grade 8, including other ancillary activities, such as preschool.

6.2 Student demographics. Students shall be considered for admission into the program as specified in Section 6 and without regard to race, creed, color, sex, gender orientation, national origin, religion, ancestry, disability, or need for special education services. The School shall have and implement a recruitment and enrollment plan, attached as **EXHIBIT B**, that ensures that it is open to any child who resides within the District, and has a diverse student population, which includes, but is not limited to, enrolling a percentage of students that are eligible for free/reduced lunch which is consistent with District averages, taking into account the demographics of other public schools within reasonable proximity to the School. The School shall make reasonable progress toward this goal.

6.3 Eligibility for enrollment. The School will limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. §22-33-106 (3)(f) in another district school.

6.4 Enrollment preferences, selection method, timeline, and procedures. Enrollment preferences, selection method, timeline, and procedures are described in **EXHIBIT C**.

6.5 Admission procedures. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

1. Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP, if any.

2. If the applicant has an IEP, the IEP will be provided to the School's special education teacher immediately upon request.

3. When an applicant has an existing IEP, prior to the decision to admit or deny admission, a review team consisting of the Administrator or designee, the School Special Education Teacher, and a District representative will review the IEP, and if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the provision of services as stated on the IEP can be provided by the School. If any or all of the review team members question the ability of the School to deliver the required services, the District representative will convene a complete IEP team to make the final determination. If the determination by the full IEP team is that the IEP cannot be fully implemented at the School and therefore a FAPE would not be available to be provided at the School,

the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Student Services, along with parents, will participate in the IEP Team meeting at the School.

4. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

5. Admission of applicants with an IEP will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP from his/her previous school will be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, including the same or comparable services set forth in the IEP, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP team review meeting is held and the IEP is either adopted or changed; and (ii) for out of state transfers into the District, the School conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.
~~1. Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP or Section 504 Plan, if any.~~

~~2. If the applicant has an IEP or Section 504 Plan, the IEP or Section 504 Plan will be provided to the School's special education teacher immediately upon receipt.~~

~~3. When an applicant has an existing IEP, prior to the decision to admit or deny admission, a screening team consisting of the Administrator or designee, the School special education teacher, and a District representative will review the IEP, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination whether the services and space available at the School are sufficient to deliver the program required by the IEP If the screening team cannot reach consensus, the District representative will convene a complete IEP team to make the final determination.~~

~~4. When a student with disabilities who has been placed in a center-based program by an IEP Team or who has intensive service needs as identified by an IEP Team applies for admission into the School or a program that does not have the staff or services available to meet the needs as identified on the IEP, the District's Executive Director of Student Services, or designee, will convene the IEP Team meeting.~~

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~~The School's acceptance of the student's application for admission is contingent upon the determination by the IEP Team that the student can receive a Free Appropriate Public Education (FAPE) in the least restrictive environment at the School , with or without reasonable modification. If the determination is that the IEP can not be fully implemented at the School and therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School, together with a representative from the District's Department of Student Services will participate in the IEP Team meeting at the School.~~

~~5. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.~~

~~6. Admission of applicants with an IEP will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP from his/her previous school will be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, including the same or comparable services set forth in the IEP or Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is either adopted or changed; and (ii) for out of state transfers into the District, the District conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.~~

~~7. A student who is admitted with a Section 504 Plan from his/her previous school will be provided with the same accommodations or comparable accommodations until such plan is modified pursuant to applicable federal and state regulations.~~

6.6 Participation in other District programs. No student may be jointly enrolled in the School and another District school or educational program without the written permission of the District and the School. Such written permission will include the manner in which the costs of instruction will be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement will be deemed payment for a purchased service under the Charter School Act. No student will be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full time funding at one or both schools. If no written agreement is reached, the District and the School may each count the pupil as a .5 FTE for

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funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.

6.7 Non-resident admissions. Subject to its enrollment guidelines, the School will be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, Policy and this Contract. If the School has more applicants than it has space, preference will be given to those students who reside within the District, and then to students who ~~are new to~~ reside outside the District. Once accepted for enrollment, a non-district resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.8 Student movement after October 1. After October 1, the School agrees to use the standard District administrative transfer process. Requests for transfer to a District school will not be unreasonably denied.

6.9 Expulsion and denial of admission. - The statutory authority to expel students will remain with the District. However the Charter Board shall have the authority to remove students from the School, on the statutory grounds for which expulsion is permitted, and shall be delegated authority to conduct initial stages of the expulsion process, as follows: The Charter Board is hereby delegated the power ordinarily exercised by the executive officer under 22-33-105(2)(c), C.R.S., and may designate a hearing officer to render findings of fact and recommendations. Following a hearing, the Charter Board shall issue its confidential written opinion and convey that to the District. The Charter Board's confidential written opinion shall be final as to the removal of a student from enrollment in the School. If the student is removed by the Charter Board, the Board shall render a separate decision on whether such removal is also an expulsion under 22-33-105. C.R.S.

Any general education services required by law to be provided to suspended or expelled students will be the sole responsibility of the District, in cooperation with the School. Any special education and related services required by law to be provided to suspended or expelled students will be the sole responsibility of the District.

A student may be denied admission pursuant to 22-33-106, C.R.S.

6.10 Continuing enrollment. Pursuant to Colorado state law, students/parents who choice into the School will remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-district transfer procedures.

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7. EDUCATIONAL PROGRAM

7.1 Vision and mission. The vision and mission statements set forth in Section A of the Application are hereby accepted by the District to the extent they are consistent with the principles of the General Assembly's declared purposes for enacting the Act as set forth in C.R.S. §22-30.5-102(2) and (3).

7.2 Unified Improvement Plan. The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in the School's Unified Improvement plan (UIP) attached as **EXHIBIT D**.

~~**7.2 School goals and objectives**. The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in **EXHIBIT D**.~~

7.3 District Accreditation Indicators. Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The indicators are provided in **EXHIBIT E**. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

7.4 Educational Program Characteristics. The School shall implement and maintain the characteristics of its educational program set forth in **EXHIBIT F**, subject to modification with the District's written approval.

7.5 On-line program. The School's educational program as contained in the application and reviewed by the District does not include an on-line program pursuant to 22-33-104.6, C.R.S. and the School is accordingly prohibited from offering such an on-line program.

7.6 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. The educational program, pupil performance standards and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the District, will be designed to enable each pupil to achieve such standards, and will be consistent with the School's vision and mission. School students will take the TCAP test as required by the State. The School will participate in the District Accountability/Accreditation process.

7.7 English language learners. The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency while participating in the mainstream English language instructional program. Programming will include regular time periods for direct instruction in English language acquisition and an emphasis on sheltered

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instruction, consistent with the plan identified in **EXHIBIT G**. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.~~The School will 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, including regular time periods for direct English instruction, consistent with the plan included as **EXHIBIT G**. The School will follow the District's procedures for identifying, assessing and exiting English language learners.~~

7.8 Education of students with disabilities.

1. The School is accountable for complying with federal laws prohibiting discrimination based on disability, including section 504, and the District is responsible for ensuring that all students receive a Free Appropriate Public Education (FAPE). The School and the District will work together in developing a plan to ensure compliance with these laws.

~~1.~~2. The District will provide all special education support services to students at the School, except that the School reserves the right to hire its own special education teacher(s) and paraprofessionals subject to review of licensing, and with the approval of the Executive Director of Student Services. The District will assign other special education support staff as necessary to meet student needs. The School will staff its special education personnel applying the same staffing formula used within other District schools. Therefore, except for District center-based programs and services, special education services at the School will be commensurate with those provided at other District schools.

~~2.~~3. The cost for special education services is described in Section 10.3. District services for special education will include being responsible for providing and paying the costs ~~and expense~~ of defense~~, including attorneys fees and the costs/expenses of hearing officers~~ and~~,~~ of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District.

4. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and will 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

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and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the decision of the District's Executive Director of Student Services will control.

3. he School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and will 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 District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the decision of the District's Executive Director of Student Services will control.

4.5. The District and the School will jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Services, or designee, will maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School will use District special education forms and procedures and will document compliance with the requirements of federal and state law, including procedural due process. The District will respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

5.6. The School's special education teachers are required to participate in monthly staff meetings and any required special education training sponsored by the District and newly hired special education teachers will attend District orientation sessions, including *Being a Special Educator in St Vrain*, during the school year following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.

6.7. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the right to require such changes necessary to comply with law, and will have the right to request other reasonable changes on behalf of students with disabilities.he District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the

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~~right to require such changes necessary to comply with law, and will have the right to request other reasonable changes that are not required by applicable law but will provide appropriate educational benefits to students with disabilities.~~

~~7.~~8. Special education programs and services, as determined by each student's IEP, will be available as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

~~8.~~9. Staff members of the School are not to recommend specific private or outside education programs to the parents of special education students that could require the District to provide services other than those included in the IEP. This section is not intended to apply to, nor to in any way restrict or inhibit School staff from offering good faith professional opinions given in appropriate forums, such as IEP meetings, or testimony in disputed matters.

~~9.~~10. The School shall not be held responsible for the costs of additional ser~~r~~vices that result from recommendations made by District Staff that are outside services other than those included in the IEP. The school will be responsible for the costs of additional services that result from recommendations made by school staff that are outside services other than those included in the IEP.

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8. FINANCIAL MATTERS

8.1 Revenues

1. District per pupil revenue funding. During the term of this Contract, the District will provide 100% of PPR to the School minus the following:
   i.a. The actual amount of the School's per pupil share of the central administrative overhead costs, including costs of special education services, as provided by law,
   ii.b. Deductions for purchased services, and
   iii.c. Other deductions as provided herein and adjusted as provided herein.
   iv.d. District per pupil revenues will have the meaning defined in § 22-30.5-112(2)(a.5), C.R.S. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School, will be reflected as an adjustment to subsequent payment from the District to the School.

   The District will provide a report to the School detailing the total funding and deductions that comprise each remitted amount for the applicable time period.

2. Federal categorical aid. Each year the District will provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District 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 District with the required documentation.

3. State categorical aid. On or before January 25 the District will provide to the School the School's proportionate share of applicable state (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds, or Transportation funding) categorical aid received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required.

4. Mill Levy override Override fundsFunds.

   a. 2008 Mill Levy Override. The District shall allocate a proportionate share of the Mill Levy Override Funds based either upon the October 1 funded student count for the 2008-2009 year of the

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School, as certified by the Colorado Department of Education, as compared to the District's funded student count, or on subsequent Board action. For each subsequent year that the 2008 Mill Levy Override is in existence and the School remains under the oversight of the District's Board, the computed amount allocated to the School shall not exceed the amount computed for the 2008-2009 fiscal year, or subsequent Board action, modified by the proportionate share of any change in the amount of the Mill Levy Override tax assessed. Such funds will be disbursed to the School in proportion to the amount received by the District between February and June. Any outstanding difference between allocation and disbursement to the School will be disbursed on or prior to June 30th of the contract year. Because the proportionate share to the School will be paid on or prior to June 30th, the School agrees that any subsequent tax revenue for Mill Levy Override collected after the contract year, for the contract year, will remain an asset of the District.

b. 2012 Mill Levy Override. The District shall allocate and distribute 2012 Mill Levy Override Funds to the school in accordance with the attached signed Memorandum of Understanding (**Exhibit I**).

~~4. The District shall allocate a proportionate share of the Mill Levy Override Funds to the School based upon the October 1 funded student count for the 2010-2011 year, as certified by the Colorado Department of Education, of the School as compared to the District's funded student count, and for each subsequent year that the 2008 Mill Levy Override is in existence and the School remains under the oversight of the District's Board. Such computed amount allocated to the School shall not exceed the amount computed for the 2008-2009 fiscal year modified by the proportionate share of any change in the amount of Mill Levy Override tax assessed. Such funds will be disbursed to the School in proportion to the amount received by the District during the year.~~

5. Annual accounting. The District shall provide a final accounting of costs to the School by September 30. Any imbalance of funds shall be corrected by October 31

8.2 Disbursement of Per Pupil Revenue. Commencing on July 26 of the contract term, District per pupil revenue funding as described in Section 8.1 will be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding will be based on the School's enrollment projections submitted in accordance with Section 8.5. Changes of more than 5% from projections may be subject to adjustment after first day pupil counts. Decreases of more than 5% from enrollment projections shall require a revised budget and financial review by district staff. Funding for December and subsequent months of the fiscal year will be adjusted in accordance with Section 8.3.

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8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: December 27 funding will be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in the District and not otherwise deducted. Funding on December 27 may also be adjusted for any services provided by the Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases will be made to the School's funding. Any adjustments to funding after the December 27 payment so that funding is equal to the PPR provided for in this Contract will be made no later than the June 27 payment.

Should CDE conduct a count audit that results in a denial of PPR or other funding for students enrolled in the School, the District may adjust the School's funding to reflect such reduction, provided that: (1) such adjustment shall not take place until, at the earliest, the time of actual repayment to CDE, and (2) the District shall timely notify the School of proposed audit findings adverse to the School and, upon request, assign to the School the District's right to contest such audit findings and to prosecute an administrative appeal and any judicial review of such findings.

8.4 Budget. On or before April 15 the School will submit to the District its proposed balanced budget for the following School year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget will be prepared in accordance with the state-mandated chart of accounts, utilizing the Charter School Budget Workbook provided by the District. On or before June 30 the School will submit to the District its balanced budget for the following school year as adopted by the Charter Board. Any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.~~The budget as approved by the Charter Board and any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.~~

8.5 Enrollment projections. Beginning with its second year of operation, the School will provide the District with its latest and best estimates of its anticipated enrollment for the next School year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent of the official membership for the current School year. It is agreed upon by the parties that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section will not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

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8.6 TABOR reserve. The School shall comply with applicable provisions of Article X, Section 20 of the Colorado Constitution, also sometimes referred to as the TABOR Amendment, including the required TABOR Reserve as part of the School's ending fund balance.

8.7 Non-appropriation of funds. The parties agree that the funding for the School will constitute a current expenditure of the District. The District'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 District. The District's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the District 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.

8.8 Contracting. The School will not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by the School will include the following provisions:

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

b. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board and the District.

8.9 Annual audit. The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in section 3.2.4.b of this contract. If audit deadlines are not met, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School may, upon Board action, be required to use the District's independent auditor for subsequent years per the remedies outlined in section 3.5.5.~~The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The District will provide a trial balance to the School by the end of the first full business week of August. A draft of the audit report will be provided to the District by September 15. Any cost associated with the audit of the School shall be borne by the School. If such draft is not received by September 15, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may~~

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agree, to cure such breach; furthermore, the School will be required to use the District's independent auditor for subsequent years.

8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(l)(b), C.R.S. Such reports will be submitted to the District no later than 30 days following the last day of the quarter. All June/year-end reports will be submitted as part of the annual independent financial audit.

From time-to-time, the School may be asked, with 30 calendar days' notice, to present financial reports to the Board at its work session on the fourth Wednesday of a month. The format of the reports must be as prescribed by the District's Financial Services Department and will not be unreasonable.
The School will prepare quarterly financial reports for the District in compliance with 22-45-102(l)(b), C.R.S. Such reports will be submitted to the District no later than 30 days following the close of the quarter, or 30 days following the receipt of necessary IFAS reports from the District, if later, except that all June/ year end reports will be submitted with the annual independent financial audit.

From time-to-time, the School may be asked, with 30 calendar days notice, to present financial reports to the Board at its work session on the fourth Wednesday of a month. The format of the reports must be the same as that used by the District's Financial Services Department.

8.11 Non-commingling. Assets, funds, liabilities and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.12 Encumbrances and borrowing. During the term of this Contract, the School will not encumber any of its assets without the written permission of the District. Any borrowing above five percent of the School's budget will be subject to prior District approval,; such approval not to be unreasonably withheld.

8.13 Accounting system. The District must pre-approve any financial accounting system chosen by the School, and the School must use the District-mandated account codes as dictated by the Colorado Department of Education. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.The School will use the District IFAS accounting system and must use the District mandated account codes as dictated by the Colorado Department of Education. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.

8.14 Building corporation. Should the School create a building corporation for the purpose of issuing debt and purchasing a facility to lease to the School, the School may not use the IFAS accounting system for the building corporation. However, the School must use the financial reporting method for the building corporation required by the District.

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9. PERSONNEL

9.1 Employee status. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

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10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities , including normal health related and screening services. Such agreements by the District to provide services or support to the School will be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements will be finalized June 10 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

10.3 Special education services. The District will provide all special education related services at the average per pupil cost of providing such services for the district, multiplied by the number of students enrolled at the School. If the School provides services directly to students, the cost will be reduced by the amount of direct School expenditures commensurate with other District schools, including salary, benefits, supplies and materials, and purchased services. All purchases related to special education must be preapproved by the Executive Director of Student Services. Such approval will not be unreasonably withheld.

10.4 Student information data processing system. The District will provide to the School the use of the District's student information data processing system and assessment data warehouse program. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District's actual costs required to add the School to the system as outlined in the attached Additional Services Agreement (**EXHIBIT H**).~~The District will provide to the School the use of the District's student information data processing system. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District's actual costs required to add the School to the~~

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~~system, currently include but may not be limited to $145.60 per existing and $500.60 per new Citrix license, $4.33 per Goggle Mail License, $12.00 per student for Infinite Campus, $6.60 per student for Alpine Achievement and $15.00 per student for Enterprise Personnel, $29.78 per VoIP license renewal or $198.78 new, plus phone.~~

10.5 Personnel services. As requested by the School, the ~~The~~ District ~~will~~ may provide personnel services to the School at the average per pupil cost of providing such services for the District, multiplied by the number of students enrolled at the School. In addition, the School shall be responsible for payment of all unemployment insurance charges incurred on behalf of School staff. School staff will be responsible for payment of their own fees for such services as fingerprinting and background checks.

~~**10.6 Administrative support services.** The School will receive the benefit of services by the Centennial Board of Cooperative Educational Services (CBOCES) by its use of technology and programs provided to the District by CBOCES. The School will reimburse the District the average per pupil cost of the CBOCES charges to the District, multiplied by the number of students enrolled at the School.~~

10.6 Additional Services. The School may, at its own cost, subscribe to additional services or licenses with the District including, but not limited to, the services/licenses and costs as outlined in **EXHIBIT H**. Except as outlined elsewhere in this contract, the School is not obligated to subscribe to any additional services from the District, and the District is not obligated to renew its offering of such services or licenses each year. Service rates may be renegotiated or adjusted each year, regardless of the term of this contract. Any additional services not outlined in this contract or the attached exhibit must be negotiated under a separate services agreement.

~~**10.7 Service and supplies delivery.** The School will receive service and supplies delivery for $3,000 per year.~~

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11. FACILITIES

11.1 Location. The School shall be responsible for securing adequate facilities within the boundaries of the District for the operation of its ~~K-8~~ program; and all such facilities shall be in a single location and will be leased, purchased, maintained, and operated at the School's expense. Approval of the District's Board shall be required for the School to open additional locations. Any such facilities must meet all applicable standards and requirements of state and federal law for school facilities, including, but not limited to, the Americans with Disabilities Act. The School may open one or more preschool programs at the same or other locations as its ~~K-8~~regular program.

11.2 Use of District facilities. The School may not use District facilities for activities and events without prior written consent from the District.

11.3 Impracticability of use. If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct, renovate or upgrade a facility cannot be secured, the District will not be obligated to provide an alternative facility for use by the School to operate the School.

11.4 Long-range facility needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School. The District and School will follow the procedures as outlined in 22-30.5-404 and 405, C.R.S.

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12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. ~~a.~~ Timeline and process. The School will submit its renewal application by ~~October~~ December 1 of the year before the School's Charter expires. The Board of Education will act on the renewal application by resolution no later than February 1 of the year before the School's Charter expires following a public hearing where the School will have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Charter, it will detail the reasons in its resolution.

b. ~~b.~~ Application contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application is provided in District policy LBD-R, Relations with Charter Schools.

c. ~~c.~~ Criteria for renewal or non-renewal. The School may be non-renewed for any of the grounds listed in 22-30.5-110 (3), C.R.S. or a material breach of this Contract. The District will annually provide feedback about the School's progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.

12.2 Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, 22-30.5-110 (3),C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School 30 days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.3 School-initiated closure. Should the School choose to terminate this Contract, it may do so in consultation with the District at the close of any School year and upon written notice to the District given at least sixty calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District per pupil revenue funding as described in Section 8.1 -will be reduced by adjusting from the date of conclusion of services to the end of the school year

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12.4 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that the District will supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the School year. The District's authority hereunder will include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.5 below and 2) reassignment of students to different Schools. School personnel and its charter School governing board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.5 Return of property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, will be returned to and will remain the property of the District. Notwithstanding the above, the District will not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources will be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for profit organization.

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13. GENERAL PROVISIONS

13.1 Order of precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control, followed by ~~and~~ Policies and Regulations~~, followed by mutually-accepted practices adopted by the School and approved by the District in writing during the term of the charter approval~~, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 and the School's governing body and executed by authorized representatives of the parties.

13.3 Merger. This Contract contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and ~~supersede by~~ superseded by this Contract.

13.4 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.

13.5 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 or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

13.6 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 District. Nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder will be deemed an incidental beneficiary only.

13.7 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.

13.8 Notice. Any notice required, or permitted, under this Contract, will be in writing and will be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three Days after mailing when sent by

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certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

13.9 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.

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IN WITNESS WHEREOF, the parties have executed this Contract June 26, ~~2012~~2013.

IMAGINE CHARTER SCHOOL
AT FIRESTONE
5753 Twilight Avenue
Firestone, CO 80504

By_____
President, Board of Directors

ATTEST:

_____
Secretary

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
395 S. Pratt Parkway
Longmont CO 80501
303-682-7203
(fax) 303-682-7343

By_____
President, Board of Education

ATTEST:

_____
Secretary

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EXHIBIT A

WAIVERS

C.R.S. SS 22-9-106 Local Board of Education - Duties
Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district's reporting requirements to the state board, and the minimum information required in the district's written evaluation system.
Rationale: Imagine will offer teacher evaluation methods as listed in the contract which exists between Imagine and the District. This evaluation plan will evaluate performance areas: safe and positive learning environment, classroom instruction, and professional responsibilities. In addition to this system of evaluation, teachers will be rewarded for overall student achievement. This portion of the evaluation system will be developed and refined as the school becomes operational and as exact parameters for performance are specified.
Replacement Plan: Imagine will provide a supportive and yearly evaluation process for all certified staff. Teachers will be held accountable to the principal of Imagine Charter School at Firestone. Imagine will submit its evaluation plan annually in district reports.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine.
How the Impact of the Waivers will be Evaluated: The student achievement reward system will use a variety of tools to evaluate overall student achievement. This will include, but is not limited to:
1. Measurement against pre-stated goals.
2. Student achievement results
3. Portfolios.
4. Observations by peers, administration and teacher review committee.
5. Input from students and parents.

Expected Outcome: With this waiver, Imagine will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community.

C.R.S. SS 22-32-109 (1)(b) Board of Education – Specific Duties
Grants Board of Education authority to adopt policies and prescribe rules and regulations for efficient administration of the District.
Rationale: Imagine will be operating independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Act.
Replacement Plan: The Imagine Board will adopt policies and the principal will prescribe rules and regulations.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine .
How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to Imagine, as set forth in the approved Application and the Contract.

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Expected Outcome: Imagine expects that, as a result of these waivers, it 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 application.

C.R.S. SS 22-32-109 (1)(f) Board of Education – Specific Duties Requires the Board of Education to employ all personnel and fix their compensation.
Rationale: Imagine will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations. Therefore, Imagine requests that these statutory duties be waived or delegated from the Windsor Board of Education to the Imagine Board. The success of Imagine will depend in large part upon its ability to select and employ its own staff and to train and direct that staff.
Replacement Plan: Imagine will be responsible for these matters rather than the District. A teacher contract will be drawn up by the Imagine Board.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine.
How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to Imagine, as set forth in the approved Application and the Contract.
Expected Outcome: As a result of the waiver Imagine will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. SS 22-32-109(1)(n)(1) Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.
Rationale: The school year at Imagine will total approximately 180 days per year. The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. Because teachers will offer after school tutoring or enrichment courses, flexibility in the schedule is essential. The total number of student hours in school will equal or exceed those of the District and comply with state requirements.
Replacement Plan: The final calendar and school day of Imagine will be designed after approval of the Contract.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine .
How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.
Expected Outcome: As a result of this waiver, Imagine will be able to operate with a longer school year and under its own schedule, which is vital to the success of its program.

C.R.S. SS 22-32-109(1)(t) Grants Board of Education authority to determine educational programs to be carried on in schools of the district and to prescribe textbooks.
Rationale: Imagine has requested the District to grant the Imagine Board of the school the authority to determine the educational program and textbooks to be used in Imagine, with the Imagine Board retaining the right of final approval of the educational program. Imagine will

choose the textbooks and materials that will be used and the procedure for making them available to its students.
Replacement Plan: The educational program that Imagine will implement is Core Knowledge Curriculum.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine.
How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Imagine, as set forth in the application.
Expected Outcome: Imagine expects that, as a result of this waiver, it will be able to implement its curriculum and ensure that students meet the proposed standards.

C.R.S. SS 22-32-110(1)(ee) Authorizes Board of Education to employ teacher aides and non-certified personnel.
Rationale: Imagine will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, Imagine requests that these statutory duties be waived or delegated from the Board to the Imagine Board. The success of Imagine will depend in large part upon its ability to select and employ its own staff and to train and direct that staff.
Replacement Plan: Imagine will be responsible for these matters rather than the District. A non-certified contract will be drawn up by the Imagine Board when elected. Our school principal will primarily be responsible for planning, with input from effected staff and approval of the Imagine Board , the professional development and school policies to meet their needs.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine.
How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.
Expected Outcome: As a result of the waiver Imagine will select, employ and provide professional development for its own staff, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. SS 22-32-110(1)(h) Makes Board of Education responsible for terminating personnel.
C.R.S. SS 22-32-110(1)(I) Authorizes Board of Education to reimburse employees for expenses.
C.R.S. SS 22-32-110(1)(J) Authorizes Board of Education to procure group life, health or accident insurance for employees.
Rationale: Imagine will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, Imagine requests that these statutory duties be waived or delegated from the District to the Imagine Board. The success of Imagine will depend in large part upon its ability to select, employ and terminate its own staff as well as provide for group, life, health, and accident insurance and procedures for reimbursement of employee expenses.
Replacement Plan: Imagine will be responsible for these matters rather than the District. A dismissal procedure will be drawn up by the Imagine Board when elected.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.

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Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine.
How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Imagine, as set forth in the approved Application and the Contract.
Expected Outcome: As a result of the waiver, Imagine will employ staff in accordance with the terms and conditions set by the Charter School Act.

C.R.S. SS 22-32-110(1)(y) Grants the Board of Education the power to accept gifts, donations or grants of any kind made to the District and to expend such in accordance with the donor's conditions, except conditions contrary to the law.
C.R.S. SS 22-63-204 Receiving moneys from the sale of goods.
Rationale: Because Imagine has a unique program, it is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. Imagine staff needs to be allowed to accept pay for sale of goods to accomplish education objectives.
Replacement Plan: The Imagine Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District at.
How the Impact of the Waivers will be Evaluated: The use of the funds to accomplish the objectives will be assessed, as well as the effectiveness of the policy as opposed to going through the District administration.
Expected Outcome: As a result of the waiver, the Imagine Board will have the latitude to expend funds as needed and will be able to act more quickly while maintaining accountability.

C.R.S. SS 22-32-119 Permits Board of Education to establish and maintain kindergarten and prescribe courses of training, study, discipline and rules and regulations governing the program.
Rationale: Imagine will operate its own kindergarten program in accordance with the approved Application and the Contract. Imagine should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its kindergarten program, subject to the limitations in the approved Application and the Contract.
Replacement Plan: Imagine will provide its own curriculum for kindergarten students as part of its design.
Duration of the Waivers: Imagine that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine.
How the Impact of the Waivers will be Evaluated: The use of the funds to accomplish the objectives will be assessed, as well as the effectiveness of the policy based on the annual review of the school's effectiveness and student achievement.
Expected Outcome: Imagine expects that as a result of this waiver it will be able to operate its kindergarten program to the benefit of the students, teachers and community and ensure that students have the time to achieve the curricular standards of the school.

C.R.S. SS 22-32-120 A Board of Education may establish, maintain, equip and operate a food service facility.

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Rationale: Imagine will be operating independently from other schools in the District and should be delegated the authority to provide food service.
Replacement Plan: Imagine's facility does not currently include food service ability. Imagine will contract food services or have students bring a sack lunch to school. The Imagine Board, when elected, will make the determination as to the food service program as well as provide for students qualifying for the free or reduced lunch program.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine.
How the Impact of the Waivers will be Evaluated: The use of the funds to accomplish the objectives will be assessed, as well as the effectiveness of the policy through the school's annual review.
Expected Outcome: As a result of this waiver Imagine will be able to address food service, in accordance with the limitations of the school's facility and financial status.

C.R.S. SS 22-32-126 Principals - Employment and Authority.
"(1) The board of education may employ, through written contract, public school principals who shall hold supervisory administrative certificates and who shall supervise the operation and management of the school and such property as the Board shall determine necessary.(2) The principal shall assume the administrative responsibility and instructional leadership, under the supervision of the superintendent and in accordance with the rules and regulations of the Board of Education, for the planning, management, operation, and evaluation of the educational program of the schools to which he is assigned. (3) The principal shall submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the school under his supervision. (4) The principal shall perform such other duties as may be assigned by the superintendent pursuant to the rules and regulations of the Board of Education."
Rationale: Pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique status and are expected to be experimental and innovative in educational reform. Imagine must be able to look beyond the traditional supervisory administrative certification in selecting its' administrator/principal.
Replacement Plan: Imagine will employ an administrator/principal who will report to the school's Imagine Board. The administrator/principal does not have to hold a Principal's License to perform the listed duties. An advanced degree is required and it is desirable that the advanced degree be in educational administration, a particular area of education or a management degree. Additionally, school and/or corporate experience is required.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine.
How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the established performance criteria as set by the Imagine Board.
Expected Outcome: As a result of the waiver Imagine will select, employ and provide professional development for its own administrative staff, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. SS 22-63-201 Prohibits Board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

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C.R.S. SS 22-63-402 This section prohibits the payment of school district funds to any teacher unless that teacher holds a valid teacher's certificate, letter of authorization, or written authorization from the Department of Education.
Rationale: Imagine's contract with the District provides that Imagine is solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its' employees. Selection of personnel is subject to compliance with all federal and state rules and regulations including regulations of highly qualified staff as defined in NCLB.
Replacement Plan: Imagine will, where possible, hire certified teachers and principals. However, in some instances it may be beneficial for Imagine be able to hire teachers without a certificate and who possess unique background and/or skills or fill a need for the school. Imagine will require such persons to obtain a certificate within a designated period of time.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine.
How the Impact of the Waiver will be Evaluated: The impact of these waivers will be measured by the evaluation system that apply to Imagine including its financial reporting arrangements, as set forth in the approved application and the contract.
Expected Outcome: As a result of these waivers, Imagine will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

C.R.S. SS 22-63-202 Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.
C.R.S. SS 22-63-203 This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts
C.R.S. SS 22-63-403 Governs payment of salaries upon termination of employment of a teacher.
.**Rationale:** Imagine should be granted the authority to develop its own employment contracts and terms and conditions of employment. Given the limited duration of the contract, Imagine should not be required to give non-probationary status and probationary periods to its teachers. Imagine will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential. Not every teacher who is successful in the regular public school will be successful in Imagine.
Replacement Plan: The contract between Imagine and the District requires staff to be employed on a year-to-year basis as "at-will" employees. The Imagine Board will develop an appropriate teacher's contract.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine.
How the Impact of the Waiver will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to Imagine including its financial reporting arrangements, as set forth in the approved application and the contract.
Expected Outcome: Imagine expects that as a result of these waivers, it will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of teachers and students in Imagine.

C.R.S. SS 22-63-206 Permits transfer of teachers between schools upon recommendation of the District's chief administrative officer.

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Rationale: The Charter Schools Act allows a charter school to be responsible for its own personnel matters. It is inconsistent with this statute for the District to make transfers with/or for Imagine.
Replacement Plan: Imagine will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified. District administrators will not assign administrators or teachers to Imagine without said teacher/administrators voluntarily proceeding through the application and employment process of Imagine .
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine.
How the Impact of the Waiver will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to Imagine including its financial reporting arrangements, as set forth in the approved Application and the contract.
Expected Outcome: Imagine expects that, as a result of this waiver, it will be able to manage its own personnel affairs. Consistent with the terms of the approved Application, the Contract and the Colorado Charter Schools Act, Imagine will provide the opportunity for teachers to transfer back into the District if they so choose.

C.R.S. SS 22-63-301 Provides grounds and procedures for dismissal of teachers.
C.R.S. SS 22-63-302 This section describes the procedures for dismissal of a non-probationary teacher including review by a hearing officer and judicial review in the court of appeals.
Rationale: The success of Imagine in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. Imagine must be able to terminate employees who cannot deliver its educational program successfully. The concept of non-probationary status should not apply to Imagine.
Replacement Plan: Continued employment in Imagine will be subject to an annual satisfactory performance evaluation. This policy and procedure will be established by the Imagine Board. Teachers who are rated unsuccessful may be terminated by Imagine.
Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine
How the Impact of the Waiver will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to Imagine including its financial reporting arrangements, as set forth in the approved application and the contract.
Expected Outcome: As a result of these waivers, Imagine will be able to terminate teachers who are not able to provide instruction in accordance with the philosophy and mission of Imagine.

C.R.S. SS 22-63-401 This section requires school districts to adopt a salary schedule, which shall apply to all teachers in the district and sets forth the requirements for modifications to the schedule.
Rationale: The employees of Imagine are not employees of the District as stated in the contract between Imagine and the District. Thus, section 22-63-401 does not apply and is in contrast to the independent fiscal responsibility stated in the Charter School Act and the contract between Imagine and the District.
Replacement Plan: Imagine has established its own salary and payment obligations based on its educational goals subject to the limitations of the funding provided by the District.

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Duration of the Waivers: Imagine requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine .
How the Impact of the Waiver will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to Imagine, including its financial reporting arrangements, as set forth in the approved Application and the Contract.
Expected Outcome: As a result of this waiver, Imagine should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission of Imagine.

We are requesting waivers from the following policies. The Imagine Board of Directors has or will write replacement policies designed to reflect our unique needs in each of the policies listed below.

1. BCB – Conflict of Interest
2. BDF – Committee Policy
3. BGB – Policy Development
4. CA – Administration Goals/Priority Objectives
5. CFB – Evaluation of Principals
6. CFBA – Evaluation of Evaluators
7. CH – Evaluations of Evaluators
8. CHCA – Handbooks and Directives
9. DB/DBH – Annual Budget/One Time Revenues
10. DBD – Budget Priorities
11. DD – Grants Management
12. DG – Banking Services
13. DGA/DGB – Authorized Signatures
14. DJB/DJB-R – Purchasing Procedures
15. DJC – Petty Cash
16. DKC – Expense Authorization
17. DLB/DLB-R – Retirement Plans
18. DN/DN-R – School Properties Disposition
19. ECF – Energy Conservation
20. EEA – Student Transportation
21. EEAA – Walkers and Riders
22. EEAC – Bus Scheduling and Routing
23. EEBA – School Owned Vehicles
24. EF/EFAA/EFC – Food Services
25. All F – Facilities Planning and Development
26. All G (EXCEPT GBA, GBAA, GBEA, GBEC, GBEF) – Personnel
27. All H – Negotiations
28. IC/ICA – School Calendar
29. IF/IFR – Use of Instructional Time Elementary
30. IFC – Multiculturalism
31. IGA/IGA-R/IGAE – Curriculum Development
32. IGD – Curriculum Adoption

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33. IGF/IL – Curriculum and Instruction Programs Review
34. IHA – Basic Instructional Program
35. IHAM/IHAMB – Health and Sex Education
36. IHBAE – English Language Learners
37. IHBF/IJBF-R – Homebound Instruction
38. IHCA/ICA-R – Summer School
39. IIB – Class Size
40. IJ – Instructional Resources and Materials
41. IJJ/IJJ-R/IJJE – Curriculum Review Materials Adoption
42. IKA/IKAB – Grading/Assessment Systems
43. IKE – Promotion, Retention, and Acceleration
44. ILB/ILBA – District Program of Assessments
45. JC/JC-R – School Attendance Area
46. JF – Admissions and Denial of Admissions
47. JH/JH-R – Student Absences and Excuses
48. JICA – Student Dress
49. JJ-1/JJ-2/JJ-R – Student Activities
50. All JK – Student Discipline
51. JQ/JQ-E/JQ-R – Student Fees, Fines and Charges
52. KEC/KEF/KEC-R/KEC-E – Public Concerns and Complaints
53. KEF – Public Concerns – Teaching
54. KF/KF-E/KF-R – Community Use of School Facilities
55. KH – Public Gifts to Schools
56. KHA – Public Solicitations in Schools
57. LDA/LDA-R – Student Teaching and Internships

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EXHIBIT B

RECRUITMENT OUTREACH PLAN

GOAL:

Imagine Charter School at Firestone (ICSF) is committed to the goal of recruiting, enrolling and retaining a student population that will mirror and be reasonably representative of the "at risk" grades K – 8 student population in the District attendance area it serves, who's at risk population is currently approximately 40%. This diverse student population will enrich the experience of all students at the school.

Communication:

1. The outreach materials will be directed toward two populations:
   (a) free/reduced lunch eligible students AND
   (b) academically low-achieving students (defined as students with an ILP or other standardized test scores demonstrating low performance in reading, writing and mathematics) who are in District schools and will be going into one of the grade levels that the charter school will open.
2. We will provide the free/reduced lunch eligible application (as provided to us by the District) as part of the enrollment process.
3. We will follow the District's procedures for assessing eligibility for waiving required fees.

Goal	Activities	Person Responsible	Timeline
ISCF will implement outreach activities specifically targeting the FRL student population	▪ Distribute enrollment materials/flyers to targeted neighborhoods in the Carbon Valley area. ▪ Work with different local churches to communicate opportunities for enrollment at the school. ▪ Display enrollment posters with school information in high traffic areas and Carbon Valley community locations. ▪ Provide enrollment packets and host a minimum of four community meetings (subject to permission) at locations such as Head Start, recreation centers, and community centers in the region.	Marketing/Enrollment Committee	August-November of each year

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	▪ Conduct a neighborhood walk to distribute materials in lower income neighborhoods.		

<u>Parent involvement:</u>
ICSF believes that all parents want their children to succeed in school. We also believe that parent support and involvement in a child's education increases the probability of higher achievement. The rationale for the Parent Covenant and the 20 hours per family is to communicate to students the importance of school. Diverse opportunities exist for parents to fulfill this requirement. These options will be discussed in literature distributed to prospective students. Over 50% of the students attending Imagine Schools nationwide are eligible for free or reduced lunch, which has given Imagine Schools substantial experience working with parents to help them contribute to their children's' schools in meaningful and achievable ways.

Goal	Activities	Person Responsible	Timeline
ICSF will support parents in communicating to their children the importance of education by finding appropriate opportunities to fulfill the Parent Covenant.	▪ Principal/teachers will work with families to find ways to fulfill the 20 hours parent volunteer agreement in order to accommodate work schedules and family needs. ▪ We will prepare an alternate parent covenant of parent commitments to communicate the importance of education for those families that cannot complete the 20 hours due to unusual circumstances, as well as to explain alternative ways that parents can participate. ▪ Staff, parent committees, and the volunteer coordinator will extend personal invitations to encourage involvement for those who are hesitant about volunteering at the school.	Principal Assistant Principal Staff Parent Committees Volunteer Coordinator	Year long activity

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Access to school **ICSF supports access to the school by a diverse population and invests thought, energy and resources to help make the school accessible to a diverse population.**			
Goal	**Activities**	**Person Responsible**	**Timeline**
ICSF will support parents in finding viable methods to get students to and from the school.	▪ We will have a parent volunteer to work with families in arranging carpools. ▪ At the Back To School Barbeque, there will be a table for families to sign up to car pool. Families are encouraged utilize car pooling as a viable family transportation avenue. The coordinator will assist in arranging car pools for usual circumstances.	School Access Parent Volunteer	Ongoing
Language barriers ICSF will work to minimize barriers to a diverse population enrolling at the school by attending to and minimizing language barriers. Demographics indicate the two dominant languages in the area are English and Spanish. After enrollment, Imagine will support these students in the manner described in its application.			
Goal	**Activities**	**Person Responsible**	**Timeline**
ICSF will support parents' access to the school by reducing language barriers that prevent understanding of enrollment and attendance information.	▪ Outreach materials will be printed in English and Spanish (the area's dominant second language). ▪ We will provide Spanish speaker/translator at enrollment/information meetings. ▪ Enrollment forms are provided in English and Spanish.	Principal Imagine Translator	Ongoing

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EXHIBIT C

ENROLLMENT PROCEDURES

Policy 8.1—Enrollment and Waiting List

Enrollment Policy

Imagine Charter School at Firestone (ICSF) welcomes all students, recognizing diversity as a virtue. Thus, ICSF prohibits discrimination on the basis of disability, race, color, ancestry, national origin, creed, religion, sex, or need for special education services. The enrollment policy is designed to meet the requirements of Colorado Revised Statute 22-30.5-104(3), ensuring equal access to the school for all. Such access encompasses academically low achieving students, exceptional students, and students with special needs. To attract a diverse student body, ICSF will conduct extensive community outreach activities

Method of Enrollment

Parents request enrollment of their child(ren) to the school by submitting an Intent to Enroll form prior to or during the school's open enrollment period. **Submitting an Intent to Enroll form in no way guarantees that the child(ren) will be extended an Invitation to Enroll.** The completed Intent to Enroll form is to be submitted to ICSF via personal delivery, U.S. postal mail service, or by completing the online version of the Intent to Enroll form. Students with disabilities, "at risk" students, and gifted and talented students will be enrolled in the same manner as other students. All Intent to Enroll forms received prior to or during the school's open enrollment period will be assigned a waitlist number to be used in the lottery.

It is anticipated that enrollment requests will exceed the capacity of the school. As a result, the following criteria will be used to establish priority for admissions:

1. Currently enrolled students in good standing;

2. Siblings of enrolled students.

3. Children from founding families not to exceed 10% of enrollment

4. Children of staff not to exceed 10% of enrolled students

* (Founding Families are those who signed up as a founding family prior to the final adoption of the charter application by the St. Vrain Valley Board of Education.)

Should enrollment exceed capacity for any grade level, a blind lottery will be held within that group to determine the order that students will be admitted. Student names will be drawn and placed on a numbered list. If a student is chosen in the lottery and there is a sibling or siblings who want to attend the ICSF, those siblings will be given preference so the family can all attend the same school.

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The first lottery, if needed, will be held on February 26, 2007 so that we can identify with confidence the number of children whose families are willing to sign enrollment forms for admission to ICSF. This first lottery will help the school establish the need for staff, materials, facility, etc. for a smooth opening.

For each year thereafter, open enrollment period will end on February 26th. The lottery, if needed, will be held on February 27th or the Monday following if the 27th falls on a Saturday or Sunday

Open Enrollment Period

Open enrollment for each school year will end at midnight (MST) February 26th. All Intent to Enroll forms received prior to that time will be considered for enrollment for the upcoming school year. Families that applied in a prior year but were not extended an invitation to enroll do not need to reapply. The Open Enrollment Period shall be advertised and made public within the school community at least fourteen (14) days prior to completion of the open enrollment period, so as to provide equal opportunity to all interested students.

Enrollment Acceptance

Upon receiving an Invitation to Enroll, the parent(s) or legal guardian(s) of the child(ren) shall provide written Enrollment Acceptance to the school no later than midnight within seven days of receipt of the invitation. A student who accepts enrollment will be deemed a currently enrolled student, and that student's enrollment will continue beyond the current academic year, in accordance with the school's policies and procedures. If no Enrollment Acceptance is received by the school, the school will assume the parent(s) or legal guardian(s) of the child(ren) have declined to enroll the child(ren) in the school, and the school may then extend an Invitation to Enroll to another child in accordance with the process(es) detailed in the Invitation to Enroll section of this document.

Vacancies

When a vacancy is created during the school year, the vacancy may or may not be filled at the school principal's discretion, on behalf of the school. If the school chooses to fill the vacancy, priority will be given first to siblings and then follow the numbered waiting list established during the lottery process.

Modifications to this Policy

The Founding Board may amend this policy as necessary. Changes to this policy must be approved by a majority vote of the members of the Founding Board.

Adopted: October 14, 2006

Reviewed and Adopted: January 20, 2009

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EXHIBIT D

~~SCHOOL GOALS AND OBJECTIVES~~UNIFIED IMPROVEMENT PLAN

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~~Goals. Student achievement goals will be set by the School as part of the Accreditation process.~~

~~Objectives. The School will meet or make reasonable progress toward the following objectives:~~

a. ~~TCAP. Student results, including those measuring longitudinal growth, on state-required assessments shall equal or exceed results for Schools serving comparable students district-wide.~~

b. ~~Seventy-five percent (75%) of students assessed will meet or exceed national standards for academic growth for students with demographic characteristics similar to students at the School.~~

c. ~~Parent and Student Satisfaction. Parent and student satisfaction with the educational program at the School will be at least 95% based upon the respondents to various student and parent surveys..~~

d. ~~Maintain a student attendance rate of 95% or above for the school year.~~

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EXHIBIT E

DISTRICT ACCREDITATION INDICATORS

School Performance Framework: In conducting its annual review of each school's performance, the District will consider the school's results on the School Performance Framework. The School Performance Framework measures a school's attainment on the four key performance indicators identified in the Education Accountability Act of 2009 (article 11 of title 22):

Academic Achievement: The Academic Achievement Indicator reflects how a school's students are doing at meeting the state's proficiency goal: the percentage of students proficient or advanced on Colorado's standardized assessments. This Indicator includes results from TCAPand COAlt (Reading, Writing, Math and Science), and Lectura and Escritura.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects 1) normative growth: how the academic progress of the students in this school compared to that of other students statewide with a similar TCAP score history in that subject area, and 2) adequate growth: whether this level of growth was adequate for the typical (median) student in this school to reach proficiency in three years or by the 10th grade, whichever comes first, as measured by the TCAP.

Academic Growth Gaps: The Academic Growth Gaps Indicator reflects the academic progress of historically disadvantaged student subgroups and students below proficient. It disaggregates the Growth Indicator into student subgroups, and reflects their normative and adequate growth. The subgroups include students eligible for Free/Reduced Lunch, minority students, students with disabilities (IEP status), English Language Learners, and students who scored at the below proficient level.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or jobs upon graduation. This Indicator reflects student graduation rates, dropout rates, and average Colorado ACT composite scores. Based on State identified measures and metrics, schools receive a rating on each of these performance indicators that evaluates if they have exceeded, met, approached, or not met the state's expectations. These performance indicators are then combined to arrive at an overall evaluation of a school's performance.

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EXHIBIT F

EDUCATIONAL PROGRAM CHARACTERISTICS

The School shall maintain its educational program as set forth in Sections IV and V of the Application, including the following characteristics, subject to modification with the District's written approval:

a. The School's decision making is guided by the following six measures of excellence:
   1. Shared Values of Integrity, Justice and Fun
   2. Parent/Guardian Choice
   3. Academic Achievement
   4. Positive Character Development
   5. Economic Sustainability
   6. New School Development;
b. 95% of the students are recognized at least once during the school year for demonstrating the behaviors outlined in the character education program;
c. Parents and the School work as partners on a behavior plan for any student who has more than two office referrals for unacceptable behavior;
d. Parents will sign a Parent Covenant and volunteer at least 20 hours per year working as an educational partner.

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EXHIBIT G

PLAN FOR ENGLISH LANGUAGE LEARNERS

The following describe the measures Imagine Charter School at Firestone will take to accommodate English Language Learners:

Enrollment: Imagine Charter School at Firestone enrollment procedures will not discriminate based on English language proficiency or immigration status.

Identification: Imagine Charter School at Firestone will establish an initial identification procedure to identify students that may need to receive additional instructional strategies and techniques to improve their English proficiency. Part of the enrollment process at Imagine Charter School at Firestone will involve the use of a "Home Language Survey" (HLS) which every student, regardless of racial or ethnic background, will complete. The survey serves to identify students who come from homes where a language other than English is spoken.

Assessment: If a student's HLS indicates that a language other than English is spoken at home, we will conduct an assessment to determine if language support services are necessary. Imagine Charter School at Firestone will use assessment tools specifically designed, to measure English language proficiency in the areas of listening, speaking, reading, and writing of English. In no case will a student be determined to need language support services, or labeled LEP/NEP, without a valid assessment on file. Imagine Charter School at Firestone will employ an ESL teacher as our student population requires. The ESL teacher evaluates the assessment and observations to determine the language proficiency of the student.

Placement/Services: Services for LEP eligible students will be provided in a timely manner and appropriate LEP plans will be established and maintained. Imagine Charter School at Firestone has determined that an ESL push-in model will be most effective given the projected small number of ELL students. The ESL teacher will be a bilingual Spanish/English speaker, and will make regular, pre-determined visits each day in the mainstream classroom to work with ELL students and support instruction. The ESL teacher is responsible for monitoring the assessment of ELL students, reevaluating ELL services, and communicating with ELL students' families regularly about their children's progress. Regular classroom teachers will receive training in effective use of sheltered English strategies and be familiar with the stages of language acquisition. The school will use training materials published/provided by Dr. Lynda Franco to assure that quality instruction tbr ELL students is provided.

Transition: Once the student gains proficiency in English, Imagine Charter School at Firestone will take responsibility for exiting him/her from the language support program so that he/she can participate meaningfully in the general education program. Imagine Charter School at Firestone will undertake to establish clear criteria to determine when a student qualifies for exiting.

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Monitoring: Imagine Charter School at Firestone will monitor the students for two years (as applicable) to ensure that students exited from the language support program are performing in the general education program without significant barriers caused by limited English proficiency.

The English Language Learners programs will also:
Offer opportunities and activities to share language and culture;
• Raise expectations for language minority youth;
• Identify more LEP students for gifted and talented programs;
• Develop cognitive/academic language proficiency;
• View students as active learners;
• Develop communicative competence;
• Accept students' home language and extend it to the school environment;
• Use holistic approaches.

The ESL teacher will also act as a liaison between the school and language-minority families, providing or arranging for translation services, attending conferences between teachers and parents, and translating at meetings for the school community.

In addition to assisting LEP students directly, Imagine Charter School at Firestone will also equip teachers and use our parent organization to assist parents unable to read in their native language. We will strive to make sure information about their student's progress and available resources are understood by all parents, providing them with the tools they need to support their children.

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EXHIBIT H

ADDITIONAL SERVICES AGREEMENT

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ST. VRAIN COMMUNITY MONTESSORI SCHOOL

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ST. VRAIN COMMUNITY MONTESSORI SCHOOL

This Contract is made and entered on June ~~13~~19, ~~2012~~ 2013 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district hereafter referred to as the "District" and the **ST. VRAIN COMMUNITY MONTESSORI SCHOOL**, a Colorado non-profit corporation hereafter referred to as the "School".

RECITALS

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

WHEREAS, the School District Board of Education, hereafter referred to as the "Board," previously approved an application for School as a District charter school through 2021-22, school and fiscal years and entered into successive charter contracts for the operation of such school;~~the School District Board of Education, hereafter referred to as the "Board," previously approved an application for the School as a District charter school for the 2009-10 through the 2011-12 school and fiscal years and entered into contracts for the operation of such school;~~

NOW THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants, and payments herein described, the parties agree as follows:

1. DEFINITIONS. The following words and phrases used in this Contract shall have the following meanings:

School shall mean the St. Vrain Community Montessori School of Longmont, Colorado.

Charter Board shall mean the St. Vrain Community Montessori School Board of Trustees.

Act shall mean the Charter Schools Act, C.R.S. §22-30.5-101 and following.

Administrator shall mean the head of school of the School.

Application shall mean the School's application for a charter school dated August 15, 2008, as amended.

Board or Board of Education shall mean the District's Board of Education.

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CFO shall mean the District's Chief Financial Officer.

Contract shall mean this Charter School Contract between the District and the School dated June ~~13~~19, ~~2012~~2013.

C.R.S. shall mean Colorado Revised Statutes.

TCAP means the Transitional Colorado Assessment Program.

Days shall mean those days when the District's Educational Service Center is open for business.

Department shall mean the Colorado State Department of Education.

District shall mean the St. Vrain Valley School District RE-1J, Boulder, Broomfield, Weld and Larimer Counties, State of Colorado.

Finance Act shall mean the Public School Finance Act of 1994, C.R.S. §22-54-101 and following, as amended, or its successor.

General Assembly shall mean the Colorado General Assembly.

Governmental Immunity Act shall mean the Colorado Governmental Immunity Act, as amended, C.R.S. §24-10-101 and following.

IEP shall mean Individualized Education Program.

Material Breach shall mean a violation of this Contract which is substantial and significant and which will excuse the non-breaching party from further performance of this Contract.

Open Meetings Law shall mean the Colorado Open Meetings Law, as amended, C.R.S. §24-6-401 and following.

Policies or the term "Policies and Regulations" shall mean those District adopted policies and implementing regulations that are of general applicability to all schools within the District except (a) those that are determined by the District, from time to time, to not be applicable to existing charters schools within the District; and (b) those policies and implementing regulations for which the School has been granted a specific waiver or waivers.

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Public Records Law shall mean the Colorado Public Records Law, as amended, C.R.S. §24-72-204 and following.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

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2. ESTABLISHMENT OF SCHOOL

2.1 Term. This Contract is effective as of July 1, ~~2012~~ 2013 for a ~~one~~ three year period terminating on June 30, ~~2013~~2016. Should the parties be unable to reach agreement on all terms of a renewed contract by July 1 of a school year during the term of the charter granted by the Board, the provisions of this Contract shall continue to be observed pending such renewal. Regardless of length of term, contract may be subject to yearly amendments, addendums, or exhibit updates upon mutual agreement by all parties. Although this Contract may be for operation of the Charter School for a period in excess of one fiscal year, pursuant to Article X, Sec. 20 of the Colorado Constitution, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2 Charter school legal status. The School has incorporated as a Colorado nonprofit. Unless the parties agree otherwise in writing, the School will continue to operate as a Colorado non-profit corporation and will assure that its operation is in accordance with its articles of incorporation and bylaws. The School will notify the District promptly of any change in its corporate and/or tax exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School 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 part of the District. As such, the School is subject to Colorado laws and district Policies that apply to public charter schools unless waived in accordance with Section 5.5 of this contract. Further, the School is a public entity within the meaning of 24-10-106, C.R.S., and is therefore entitled to the protections of the Colorado Governmental Immunity Act.

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3. DISTRICT-SCHOOL RELATIONSHIP

3.1 District responsibilities and rights.

3.1.1 Right to review. The School will operate under the auspices of, and will be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this contract, all federal and state laws and regulations, Policies and Regulations. 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 will be open to inspection and made available to the District in a timely manner. Records include, but are not limited to the following:

a. School records including but not limited to student cumulative files, policies, special education and related services;
b. Financial records;
c. Educational program, including test administration procedures and student protocols;
~~d.~~ Personnel records, including evidence criminal background checks have been conducted;
d.

e. School's operations, including health, safety and occupancy requirements; and
f. Inspection of the facility.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities.

The School shall have the right to maintain as confidential from the District those School records to which such confidentiality attaches as a matter of law, including but not limited to: records of Charter Board executive sessions (subject to the Sunshine Act procedures for contesting such confidentiality); attorney-client correspondence and work product records of the School; records relating to School-District negotiations or negotiation strategies; and records relating to disputes between the School and the District. The School, through its Executive Director or the Charter Board may elect to disclose such confidential records to the District on a case-by-case basis, with or without District assurances relating to preservation of confidentiality, notwithstanding the rights noted

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above and without in any way impairing its right to assert confidentiality in future cases.

3.1.2 Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification will be made within ten Days of its receipt by the District and will include information about the substance of complaint taking into consideration any complainant's request for anonymity.

3.1.3 School health or safety issues. The District will immediately notify the School of any circumstances requiring school closure, lockdown, emergency drills or any other action that may affect school health or safety.

3.1.4 Feedback about progress. Within sixty calendar days of receipt of the School's annual report completed pursuant to Section 3.2.4a of the Contract, the District will, at a minimum, provide information to the School about its status in relationship to the goals, objectives and accreditation requirements contained in Section 7.2.

3.1.5 Access to student records. Upon request, the District will timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School will use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and will not use student information acquired from the District for any other purpose.

3.1.6 Indemnification by District. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District agrees to indemnify and hold the School and the Charter Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or

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limitation liability provided by the Colorado Governmental Immunity Act or other law.

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3.2 School responsibilities and rights.

3.2.1 Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system per section 10.4, and adhering to all provisions of the Public School Financial Transparency Act (22-44-304, C.R.S). In addition, the School will ensure that records for students enrolling in other Schools are transferred in a timely manner. ~~Financial records will be posted and reconciled at least monthly.~~ All records will be maintained at the School and will be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

3.2.2 Notification to District.

a. The School will notify the District Superintendent's Office within three Days (and other appropriate authorities) in the following situations:

   1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law.
   2. Any complaints filed against the School by any governmental agency.
   3. Any incident on School property or at a School sponsored activity in violation of the School's gang activity policy.
   4. When a student fails to attend all or part of any school day without authorization when the School has been notified in writing by the supervising court or probation/parole officer that the student is required to attend school.
   5. Instances on or off School property of assault, disorderly conduct, harassment, knowingly false allegations of child abuse, or any alleged offenses under C.R.S. Title 18 by a student and directed toward a teacher or other School employee.
   6. ~~Instances on School property of damage by a student to the personal property of a teacher or other School employee.~~

b. The School will immediately notify the District Superintendent's Office of any of the following:

   1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
   2. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;

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3. The arrest of any members of the Charter Board or employees of the School for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
4. Misappropriation of funds;
5. A default on any obligation, which will include debts for which payments are past due by sixty calendar days or more; or
6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) corporation, if applicable.
7. Any mandatory reporting requirements to the Department as set forth in 1 CCR 301-37, §15.00.
8. ~~When a school official or employee has reasonable cause to know or suspect that a child has been subject to abuse or neglect or who has observed the child being subject to circumstances or conditions which would reasonably result in abuse or neglect.~~
9. 8. When there are reasonable grounds to believe an act that rises to the level of a Public Safety Concern as defined in the District's Boulder County Information Sharing Interagency Agreement has been perpetrated by a student or any adult on School grounds or at a School sponsored activity.

3.2.3 Compliance. The School will comply with all federal and state laws, local ordinances, and Policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and Policies in accordance with Section 5.5 below. The School shall report instances of significant property damage by a student to the personal property of a School teacher or other School employee and instances of child abuse as such reporting is required by applicable state statutes.

3.2.4 Reports. The School will timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates. Timely notification will be provided when due dates are changed. Failure to provide reports within ten Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 of this contract. Any report requiring data from the District will not be required from the school until 30 days after the data is actually received from the District. This reporting obligation may be fulfilled by sending a link to an electronic version of the report.

a. Accreditation/School Improvement – If the school participates in the CSSI (Charter School Support Initiative), the school will provide a copy of the report to the district. The school shall participate in the district/state Accreditation/School Improvement process and shall

submit a Unified Improvement Plan (UIP) in the CDE format by the required deadline based on the school's assigned status from their School Performance Framework (SPF)) and input from the CSSI report (if applicable). If deadlines are not met, it shall be considered a material breach of contract and the School shall have ten business days or such other time as the parties may agree to cure such breach.

b. Required financial reports ~~(including budget)~~(in pdf or Excel format, unless otherwise noted)
   a. Monthly, within 30 days of the end of the month:
      i. Trial Balance (in the District's prescribed Excel format)
      ii. Bank statement(s) and reconciliation(s) for Charter's main operating cash account(s)
   b. Quarterly, within 30 days of the end of the quarter:
      i. Quarterly Financial Reports
   c. Annually, as specified:
      i. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
      ii. Projected enrollment – March 15
      iii. Proposed Budget – April 15
      iv. Charter Board approved budget – June 30
      v. Draft of annual audit with Trial Balance – September 15
      vi. Final annual audit with Trial Balance – October 15
      vii. Amended budget, or adopted budget if not amended, on CDE form – January 21
   ~~i. Projected enrollment – March 15~~
   ~~ii. Proposed Budget – April 15~~
   ~~iii. Charter Board approved budget – June 15~~
   ~~iv. Quarterly financial reports – within 30 days of the close of the quarter~~
   ~~v. Draft of annual audit – September 15~~
   ~~vi. Final annual audit – October 15~~
   ~~vii. Amended budget, or adopted budget if not amended, on CDE form – January 21~~

c. School calendar – Due on April 15 provided the St. Vrain Valley School District calendar is approved by the Board of Education by March 15.

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d. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – May 31

e. Governance information including Charter Board (i.e., names/ contact info, terms and signed Board Member Certification Forms or Board of Director's Agreements) – August 31~~15~~.

f. Insurance certification – August 31

g. Summary Listing of Human Resources/Personnel Information in mutually-agreed format – September 15

The District HR department will retain information on School personnel as outlined below. For any new employees hired or for any personnel changes made, all applicable forms, reports, and transcripts must be updated or submitted to HR within 10 business days of the date of hire or change.

a. Copy of active license waiver on file with the Colorado Department of Education (if applicable)
b. Completed CDE Employee Data Collection Form
c. All college transcripts from all degrees obtained for all licensed personnel
d. Copy of any content exam results (if applicable)
e. Copy of Colorado Teaching License (if applicable)

The School and the District's HR department will mutually sign off on any new information submitted once it is deemed complete. The School agrees to work with the District to provide any additional personnel information in order to meet any actual additional or unexpected reporting requirements or inquiries from the Colorado Department of Education or other Federal or State governmental authorities.

~~f. Insurance certification – August 31~~

3.2.5 Indemnification by School. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School agrees to indemnify and hold the District and its Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. 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.

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3.3 Procedures for contract amendments. The party requesting the change shall send written notice to the other party in accordance with Section 13.8. The receiving party will have sixty calendar days to review and act upon the proposed changes. If the receiving party does not act on the proposed changes within this time period, the changes will be deemed to have been accepted. The parties agree to not unreasonably withhold accepting proposed changes to this Contract.

3.4 District – School dispute resolution procedures. All disputes arising out of the implementation of this Contract will be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided~~, or unless otherwise agreed upon~~.

a. In the event of any dispute or claim arising under or related to this Contract, the parties shall use their best efforts to informally settle such dispute or claim through good faith negotiations with each other.

b. If such dispute or claim is not settled through such negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through informal negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado, or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 30 days following either party's written request therefore.

c. If such dispute or claim is not settled through mediation, then either party may, within 5 days of conclusion of mediation, request in writing to the other party arbitration to be held in Longmont, Colorado. Within one week of receipt of such request,- the authorized representatives of the parties will attempt to agree upon an arbitrator. If they reach no agreement within three days after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.

d. The arbitrator will conduct a hearing limited to the issues raised in the notice. The arbitrator will have authority to make procedural rules and will issue a report to the parties within 10 calendar days after the close of the hearing. Such report will contain findings and a decision if binding arbitration was selected, provided that the arbitrator is not authorized to modify, add to or subtract from this agreement

e. Waiver. Failure to file notice within the times specified or failure of a party to advance the process within the times specified, will be deemed

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a waiver of any further 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, provided that the parties may agree in writing to extend any of the time limits for a specified period.

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

g. During the entire period of negotiations, mediation, arbitration, and possible appeal, the District shall not enforce its remedies set forth herein.

~~g. During the entire period of negotiations, mediation, and arbitration the District shall not enforce its remedies set forth herein.~~

3.5 Other remedies. If the School is in violation of 22-30.5-110 (3), C.R.S., state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.2. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

Prior to applying a remedy other than 3.5~~(b)~~.2 below, the District will send a notice of breach and provide the School with an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the School to contest the deficiency, a reasonable timeframe for remedying the deficiency, and the expected results.

1. Withholding of some or all of the funds due to the School until compliance occurs. This remedy may be applied in situations to include failure to submit reports listed in Section 3.2.4 by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4.

2. 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 District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, apply to the Commissioner of Education to take immediate control of the School pursuant to the Charter Schools Emergency Powers Act, CRS 22-30.5-701, et seq. and 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. Any relief granted by the Commissioner may continue during the pendency of any dispute resolution process with respect to any alleged breach.

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3. Notice of breach and development of a plan to correct the deficiency(ies). This remedy will be initiated by a letter from the District containing all of the information in Section 3.4b. In addition, the letter will require the School to prepare a plan to remedy the deficiency, submission of the plan to the District for review and comment, revisions to the plan by the School at its discretion, and approval of the plan by the Charter Board to include a statement that directs the School's staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

4. Escalating Notifications. For minor issues of non-compliance, a notification will be sent to the relevant parties involved, requesting resolution. If non-compliance continues, the District reserves the right to sequentially escalate notifications to the Charter administration, the Charter Board, and, upon Board action, to families of enrolled students of the charter school, in that order.

5. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.4.b occurs, the District may, upon Board action, require the school to:
    a. Use the District's prescribed financial accounting system for the tracking and reporting of all school financial operations at the school's cost, and/or
    b. Use the District's prescribed auditing firm for the school's year-end financial audit at the school's cost.

3.6 District violations of charter school law or contract. If the School believes that the District has violated any provision of this Contract or charter school law, the School will send the District notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the District to contest the deficiency, a reasonable time frame for remedying the deficiency, and the expected results. If the District does not remedy the violation, the School may initiate the dispute resolution procedures outlined in Section 3.4.

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4. SCHOOL GOVERNANCE

4.1 Governance. The School's articles of incorporation and bylaws will not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies will provide for governance of the operation of the School in a manner consistent with this Contract. The articles of incorporation and bylaws shall be filed with the District. The Charter Board will operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body will be made in accordance with the procedures described in Section 2.2 of the Contract and shall be filed with the District.

4.2 Corporate purpose. The purpose of the School as set forth in its articles of incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, Sections 22-30.5-101, et seq., C.R.S., and appropriate ancillary activities.

4.3 Transparency. The School will make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and will conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.

4.4 Complaints. The School will establish a process for resolving public complaints, including complaints regarding curriculum, which will include an opportunity for complainants to be heard. The final administrative appeal will be heard by the Charter Board, not the District's Board of Education.

4.5 Contracting for core educational services. Unless otherwise agreed in writing by the District, the School will not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This will not prevent the School from engaging independent contractors to teach selected, specific courses.

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5. OPERATION OF SCHOOL AND WAIVERS

5.1 Operational powers. The School will be fiscally responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing or purchasing facilities for School purposes (subject to Board approval); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. All such operational powers of this paragraph shall be subject to Colorado law, including, but not limited to, Article X, Section 20 of the Colorado State Constitution.

5.2 Transportation. Any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School. The District is not delegating the authority to impose a transportation fee.

5.3 Food services. If requested to do so by the School, and feasible for the District to do so, the District will provide free and reduced price meals to needy students in a manner determined by the District and in accordance with Policies and applicable federal and state law. If a lunch program is offered by the School that is not part of the District program, the School shall provide, at its costs, free and reduced priced meals to needy students in accordance with Policies and Regulations and applicable federal and state laws.

5.4 Insurance. The School will purchase insurance protecting the School and Charter Board, employees (including non-compensated student teachers and students participating in a supervised non-compensated internship), volunteers, and the District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability (including owned, hired and non-owned vehicles) insurance. The School will also purchase a bond or crime insurance and property insurance covering buildings, contents, and equipment breakdown, where applicable. The School will also purchase statutory workers' compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District 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 District. The Colorado School Districts Self Insurance Pool (CSDSIP) is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 31. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without 30 days prior written notice by certified mail, return receipt requested, given to the District's Risk Manager. The School will notify the District's Risk Manager within ten 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.~~The School will~~

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~~purchase insurance protecting the School and Charter Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School will also purchase crime insurance and property insurance covering contents and equipment breakdown. The School will also purchase statutory workers' compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District 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 District. The Colorado School Districts Self Insurance Pool is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 31. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without prior written notice by certified mail, return receipt requested, has been given to the District's Risk Manager. The School will notify the District's Risk Manager within ten 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.~~

5.5 Waivers.

1. Automatic waivers. The District agrees to seek waiver from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers.

   The School will be granted certain waivers from Policies and Regulations upon approval by the Board of acceptable replacements.

   The District will grant automatic waivers that are necessary or appropriate when a statute, rule or policy by express terms does not apply to a charter school or the District, through the Contract, has delegated this authority to the School.

2. Additional waivers. The Board agrees to jointly request waiver of state law or regulation, in addition to those automatically granted, if the Board first approves that request. Board approval of requests to waive State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

3. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty calendar days to review the request and,

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thereafter, will present the matter before the Board at its next regular meeting. The Board will, unless otherwise agreed by the parties, have thirty calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of Board-approved Policies and Regulations may be granted only to the extent permitted by state law. In the event the Policy or Regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board approval of requests to waive either Policies or Regulations or State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

4. Compliance assurance. The School will take reasonable steps to assure that staff at the School, members of the Charter 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 Policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Policies.

5. A list of all waivers is included as **Exhibit A**.

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6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through grade 6 including other ancillary activities, such as preschool.

6.2 Student demographics. Students shall be considered for admission into the program as specified in Section 6 and without regard to race, creed, color, sex, gender orientation, national origin, religion, ancestry, disability, or need for special education services. The School shall have and implement a recruitment and enrollment plan, attached as **EXHIBIT B**, that ensures that it is open to any child who resides within the District, and has a diverse student population, which includes, but is not limited to, enrolling a percentage of students that are eligible for free/reduced lunch which is consistent with District averages, taking into account the demographics of other public schools within reasonable proximity to the School. The School shall make reasonable progress toward this goal.

6.3 Eligibility for enrollment. The School will limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22or who meet the criteria in C.R.S. §22-33-106 (3)(f) in another district school.

6.4 Enrollment preferences, selection method, timeline, and procedures. Enrollment preferences, selection method, timeline, and procedures are described in **EXHIBIT C**.

6.5 Admission procedures. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

1. Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP, if any.

2. If the applicant has an IEP, the IEP will be provided to the School's special education teacher immediately upon request.

3. When an applicant has an existing IEP, prior to the decision to admit or deny admission, a review team consisting of the Administrator or designee, the School Special Education Teacher, and a District representative will review the IEP, and if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the provision of services as stated on the IEP can be provided by the School. If any or all of the review team members question the ability of the School to deliver the required services, the District representative will convene a complete IEP team to make the final determination. If the determination by the full IEP team is that the IEP cannot be fully implemented at the School and therefore a FAPE would not be available to be provided at the School,

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the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Student Services, along with parents, will participate in the IEP Team meeting at the School.

4. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

5. Admission of applicants with an IEP will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP from his/her previous school will be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, including the same or comparable services set forth in the IEP, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP team review meeting is held and the IEP is either adopted or changed; and (ii) for out of state transfers into the District, the School conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.

~~**6.5 Admission procedures**. To ensure that the needs of students with disabilities are met, the following procedures must be followed:~~

~~1. Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP or Section 504 Plan, if any.~~

~~2. If the applicant has an IEP or Section 504 Plan, the IEP or Section 504 Plan will be provided to the School's special education teacher immediately upon receipt.~~

~~3. When an applicant has an existing IEP, prior to the decision to admit or deny admission, a screening team consisting of the Administrator or designee, the School special education teacher, and a District representative will review the IEP, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination whether the services and space available at the School are sufficient to deliver the program required by the IEP If the screening team cannot reach consensus, the District representative will convene a complete IEP team to make the final determination.~~

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4. ~~When a student with disabilities who has been placed in a center-based program by an IEP Team or who has intensive service needs as identified by an IEP Team applies for admission into the School or a program that does not have the staff or services available to meet the needs as identified on the IEP, the District's Executive Director of Student Services, or designee, will convene the IEP Team meeting. The School's acceptance of the student's application for admission is contingent upon the determination by the IEP Team that the student can receive a Free Appropriate Public Education (FAPE) in the least restrictive environment at the School , with or without reasonable modification .. If the determination is that the IEP can not be fully implemented at the School and therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School, together with a representative from the District's Department of Student Services will participate in the IEP Team meeting at the School.~~

5. ~~Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.~~

6. ~~Admission of applicants with an IEP will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP from his/her previous school will be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, including the same or comparable services set forth in the IEP or Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is either adopted or changed; and (ii) for out of state transfers into the District, the District conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.~~

7. ~~A student who is admitted with a Section 504 Plan from his/her previous school will be provided with the same accommodations or comparable accommodations until such plan is modified pursuant to applicable federal and state regulations.~~

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6.6 Participation in other District programs. No student may be jointly enrolled in the School and another District school or educational program without the written permission of the District and the School. Such written permission will include the manner in which the costs of instruction will be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement will be deemed payment for a purchased service under the Charter School Act. No student will be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full time funding at one or both schools. If no written agreement is reached, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.

6.7 Non-resident admissions. Subject to its enrollment guidelines, the School will be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, Policy and this Contract. If the School has more applicants than it has space, preference will be given to those students who reside within the District, and then to students who ~~are new to~~ reside outside the District. Once accepted for enrollment, a non-district resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.8 Student movement after October 1. After October 1, the School agrees to use the standard District administrative transfer process. Requests for transfer to a District school will not be unreasonably denied.

6.9 Expulsion and denial of admission. The statutory authority to expel students will remain with the District. However the Charter Board shall have the authority to remove students from the School, on the statutory grounds for which expulsion is permitted, and shall be delegated authority to conduct initial stages of the expulsion process, as follows: The Charter Board is hereby delegated the power ordinarily exercised by the executive officer under 22-33-105(2)(c), C.R.S., and may designate a hearing officer to render findings of fact and recommendations. Following a hearing, the Charter Board shall issue its confidential written opinion and convey that to the District. The Charter Board's confidential written opinion shall be final as to the removal of a student from enrollment in the School. If the student is removed by the Charter Board, the Board shall render a separate decision on whether such removal is also an expulsion under 22-33-105. C.R.S.

Any general education services required by law to be provided to suspended or expelled students will be the sole responsibility of the District, in cooperation with the School. Any special education and related services required by law to be provided to suspended or expelled students will be the sole responsibility of the District.

A student may be denied admission pursuant to 22-33-106, C.R.S.

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6.10 Continuing enrollment. Pursuant to Colorado state law, students/parents who choice into the School will remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-district transfer procedures.

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7. EDUCATIONAL PROGRAM

7.1 Vision and mission. The vision and mission statements set forth in Section A of the Application are hereby accepted by the District to the extent they are consistent with the principles of the General Assembly's declared purposes for enacting the Act as set forth in C.R.S. §22-30.5-102(2) and (3).

7.2 ~~School goals and objectives~~Unified Improvement Plan. The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in the School's Unified Improvement plan (UIP) attached as **EXHIBIT D**.

7.3 District Accreditation Indicators. Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The indicators are provided in **EXHIBIT ~~D~~E**. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

7.4 Educational Program Characteristics. The School shall implement and maintain the characteristics of its educational program set forth in **EXHIBIT F~~E~~**, subject to modification with the District's written approval.

7.5 On-line program. The School's educational program as contained in the application and reviewed by the District does not include an on-line program pursuant to 22-33-104.6, C.R.S. and the School is accordingly prohibited from offering such an on-line program.

7.6 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. The educational program, pupil performance standards and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the District, will be designed to enable each pupil to achieve such standards, and will be consistent with the School's vision and mission. School students will take the TCAP test as required by the State. The School will participate in the District Accountability/Accreditation process.

7.7 English language learners. The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency while participating in the mainstream English language

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instructional program. Programming will include regular time periods for direct instruction in English language acquisition and an emphasis on sheltered instruction, consistent with the plan identified in **EXHIBIT G**. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.~~The School will 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, including regular time periods for direct English instruction, consistent with the plan included as **EXHIBIT G**. The School will follow the District's procedures for identifying, assessing and exiting English language learners.~~

7.8 Education of students with disabilities.

1. The School is accountable for complying with federal laws prohibiting discrimination based on disability, including section 504, and the District is responsible for ensuring that all students receive a Free Appropriate Public Education (FAPE). The School and the District will work together in developing a plan to ensure compliance with these laws.

~~1.~~2. The District will provide all special education support services to students at the School, except that the School reserves the right to hire its own special education teacher(s) and paraprofessionals subject to review of licensing, and with the approval of the Executive Director of Student Services. The District will assign other special education support staff as necessary to meet student needs. The School will staff its special education personnel applying the same staffing formula used within other District schools. Therefore, except for District center-based programs and services, special education services at the School will be commensurate with those provided at other District schools.

~~2.~~3. ~~T~~The cost for special education services is described in Section 10.3. District services for special education will include being responsible for providing and paying the costs of defense and of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District.~~he cost for special education services is described in Section 10.3. District services for special education will include being responsible for providing and paying the costs and expense of defense, including attorneys fees and the costs/expenses of hearing officers, of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process~~

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~~proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District.~~

~~3.~~4. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and will 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 District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the decision of the District's Executive Director of Student Services will control.

~~4.~~5. The District and the School will jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Services, or designee, will maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School will use District special education forms and procedures and will document compliance with the requirements of federal and state law, including procedural due process. The District will respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

~~5.~~6. The School's special education teachers are required to participate in monthly staff meetings and any required special education training sponsored by the District and newly hired special education teachers will attend District orientation sessions, including *Being a Special Educator in St Vrain*, during the school year following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.

~~6.~~7. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the right to require

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such changes necessary to comply with law, and will have the right to request other reasonable changes on behalf of students with disabilities.he District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the right to require such changes necessary to comply with law, and will have the right to request other reasonable changes that are not required by applicable law but will provide appropriate educational benefits to students with disabilities.

7.8. Special education programs and services, as determined by each student's IEP, will be available as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

8.9. Staff members of the School are not to recommend specific private or outside education programs to the parents of special education students that could require the District to provide services other than those included in the IEP. This section is not intended to apply to, nor to in any way restrict or inhibit School staff from offering good faith professional opinions given in appropriate forums, such as IEP meetings, or testimony in disputed matters.

9.10. The School shall not be held responsible for the costs of additional services that result from recommendations made by District Staff that are outside services other than those included in the IEP. The school will be responsible for the costs of additional services that result from recommendations made by school staff that are outside services other than those included in the IEP.

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8. FINANCIAL MATTERS

8.1 Revenues

1. District per pupil revenue funding. During the term of this Contract, the District will provide 100% of PPR to the School minus the following:
   a. The actual amount of the School's per pupil share of the central administrative overhead costs, including costs of special education services, as provided by law,
   b. Deductions for purchased services, and
   c. Other deductions as provided herein and adjusted as provided herein.
   d. District per pupil revenues will have the meaning defined in § 22-30.5-112(2)(a.5), C.R.S. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School, will be reflected as an adjustment to subsequent payment from the District to the School.

   The District will provide a report to the School detailing the total funding and deductions that comprise each remitted amount for the applicable time period.

2. Federal categorical aid. Each year the District will provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District 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 District with the required documentation.

3. State categorical aid. On or before January 25 the District will provide to the School the School's proportionate share of applicable state (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds, or Transportation funding) categorical aid received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required.

4. Mill Levy Override Funds.

   a. 2008 Mill Levy Override. The District shall allocate a proportionate share of the Mill Levy Override Funds based either upon the October 1 funded student count for the 2008-2009 year of the

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School, as certified by the Colorado Department of Education, as compared to the District's funded student count, or on subsequent Board action. For each subsequent year that the 2008 Mill Levy Override is in existence and the School remains under the oversight of the District's Board, the computed amount allocated to the School shall not exceed the amount computed for the 2008-2009 fiscal year, or subsequent Board action, modified by the proportionate share of any change in the amount of the Mill Levy Override tax assessed. Such funds will be disbursed to the School in proportion to the amount received by the District between February and June. Any outstanding difference between allocation and disbursement to the School will be disbursed on or prior to June 30th of the contract year. Because the proportionate share to the School will be paid on or prior to June 30th, the School agrees that any subsequent tax revenue for Mill Levy Override collected after the contract year, for the contract year, will remain an asset of the District.

b. 2012 Mill Levy Override. The District shall allocate 2012 Mill Levy Override Funds to the school according the attached signed Memorandum of Understanding (**Exhibit I**).

~~3.~~

~~4.~~5. Annual accounting. The District shall provide a final accounting of costs to the School by September 30. Any imbalance of funds shall be corrected by October 31

8.2 Disbursement of Per Pupil Revenue. Commencing on July 26 of the contract term, District per pupil revenue funding as described in Section 8.1 will be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding will be based on the School's enrollment projections submitted in accordance with Section 8.5. Changes of more than 5% from projections may be subject to adjustment after first day pupil counts. Decreases of more than 5% from enrollment projections shall require a revised budget and financial review by district staff. Funding for December and subsequent months of the fiscal year will be adjusted in accordance with Section 8.3.

8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: December 27 funding will be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in the District and not otherwise deducted. Funding on December 27 may also be adjusted for any services provided by the Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases will be made to the School's funding. Any adjustments to

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funding after the December 27 payment so that funding is equal to the PPR provided for in this Contract will be made no later than the June 27 payment.

Should CDE conduct a count audit that results in a denial of PPR or other funding for students enrolled in the School, the District may adjust the School's funding to reflect such reduction, provided that: (1) such adjustment shall not take place until, at the earliest, the time of actual repayment to CDE, and (2) the District shall timely notify the School of proposed audit findings adverse to the School and, upon request, assign to the School the District's right to contest such audit findings and to prosecute an administrative appeal and any judicial review of such findings.

8.4 Budget. On or before April 15 the School will submit to the District its proposed balanced budget for the following School year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget will be prepared in accordance with the state-mandated chart of accounts, utilizing the Charter School Budget Workbook provided by the District. On or before June 30 the School will submit to the District its balanced budget for the following school year as adopted by the Charter Board. Any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.~~The budget as approved by the Charter Board and any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.~~

8.5 Enrollment projections. Beginning with its second year of operation, the School will provide the District with its latest and best estimates of its anticipated enrollment for the next School year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent of the official membership for the current School year. It is agreed upon by the parties that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section will not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.6 TABOR reserve. The School shall comply with applicable provisions of Article X, Section 20 of the Colorado Constitution, also sometimes referred to as the TABOR Amendment, including the required TABOR Reserve as part of the School's ending fund balance.

8.7 Non-appropriation of funds. The parties agree that the funding for the School will constitute a current expenditure of the District. The District'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 District. The District's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the District has not irrevocably pledged and held for

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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.

8.8 Contracting. The School will not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by the School will include the following provisions:

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

b. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board and the District.

8.9 Annual audit. The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in section 3.2.4.b of this contract. If audit deadlines are not met, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School may, upon Board action, be required to use the District's independent auditor for subsequent years per the remedies outlined in section 3.5.5.~~The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The District will provide a trial balance to the School by the end of the first full business week of August. A draft of the audit report will be provided to the District by September 15. Any cost associated with the audit of the School shall be borne by the School. If such draft is not received by September 15, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School will be required to use the District's independent auditor for subsequent years.~~

8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(l)(b), C.R.S. Such reports will be submitted to the District no later than 30 days following the ~~close~~ last day of the quarter~~,~~. ~~A~~or ~~30 days following the receipt of necessary IFAS reports from the District, if later, except that a~~ll June/~~-year~~ year-end reports will be submitted ~~with~~ as part of the annual independent financial audit.

From time-to-time, the School may be asked, with 30 calendar days' notice, to present financial reports to the Board at its work session on the fourth Wednesday of a month. The format of the reports must be ~~the same as that~~

~~used~~as prescribed by the District's Financial Services Department and will not be unreasonable.

8.11 Non-commingling. Assets, funds, liabilities and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.12 Encumbrances and borrowing. During the term of this Contract, the School will not encumber any of its assets without the written permission of the District. Any borrowing above five percent of the School's budget will be subject to prior District approval~~,~~; such approval not to be unreasonably withheld.

8.13 Accounting system. The District must pre-approve any financial accounting system chosen by the School, and the School must use the District-mandated account codes as dictated by the Colorado Department of Education. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.~~The School will use the District IFAS accounting system and must use the District mandated account codes as dictated by the Colorado Department of Education. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.~~

8.14 Building corporation. Should the School create a building corporation for the purpose of issuing debt and purchasing a facility to lease to the School, ~~the School may not use the IFAS accounting system for the building corporation. However,~~ the School must use the financial reporting method for the building corporation required by the District.

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9. PERSONNEL

9.1 Employee status. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

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10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities , including normal health related and screening services. Such agreements by the District to provide services or support to the School will be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements will be finalized June 10 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

10.3 Special education services. The District will provide all special education related services at the average per pupil cost of providing such services for the district, multiplied by the number of students enrolled at the School. If the School provides services directly to students, the cost will be reduced by the amount of direct School expenditures commensurate with other District schools, including salary, benefits, supplies and materials, and purchased services. All purchases related to special education must be preapproved by the Executive Director of Student Services. Such approval will not be unreasonably withheld.

10.4 Student information data processing system. The District will provide to the School the use of the District's student information data processing system and assessment data warehouse program. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District's actual costs required to add the School to the system as outlined in the attached Additional Services Agreement (**EXHIBIT H**).~~The District will provide to the School the use of the District's student information data processing system. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District's actual costs required to add the School to the~~

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~~system, currently include but may not be limited to $145.60 per existing and $500.60 per new Citrix license,$4.33 per Goggle Mail License, $12.00 per student for Infinite Campus, $6.60 per student for Alpine Achievement and $15.00 per student for Enterprise Personnel, $29.78 per VoIP license renewal or $198.78 new and plus phone.~~

10.5 Personnel services. As requested by the School, the ~~The~~ District ~~will~~ may provide personnel services to the School at the average per pupil cost of providing such services for the District, multiplied by the number of students enrolled at the School. In addition, the School shall be responsible for payment of all unemployment insurance charges incurred on behalf of School staff. School staff will be responsible for payment of their own fees for such services as fingerprinting and background checks.

~~**10.6 Administrative support services.** The School will receive the benefit of services by the Centennial Board of Cooperative Educational Services (CBOCES) by its use of technology and programs provided to the District by CBOCES. The School will reimburse the District the average per pupil cost of the CBOCES charges to the District, multiplied by the number of students enrolled at the School.~~

10.6 Additional Services. The School may, at its own cost, subscribe to additional services or licenses with the District including, but not limited to, the services/licenses and costs as outlined in **EXHIBIT H**. Except as outlined elsewhere in this contract, the School is not obligated to subscribe to any additional services from the District, and the District is not obligated to renew its offering of such services or licenses each year. Service rates may be renegotiated or adjusted each year, regardless of the term of this contract. Any additional services not outlined in this contract or the attached exhibit must be negotiated under a separate services agreement.

~~**10.7 Service and supplies delivery.** The School will receive service and supplies delivery for $1,000 per year.~~

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11. FACILITIES

11.1 Location. The School shall be responsible for securing adequate facilities within the boundaries of the District for the operation of its ~~K-6~~ program; and all such facilities shall be in a single location and will be leased, purchased, maintained, and operated at the School's expense. Approval of the District's Board shall be required for the School to open additional locations. Any such facilities must meet all applicable standards and requirements of state and federal law for school facilities, including, but not limited to, the Americans with Disabilities Act. The School may open one or more preschool programs at the same or other locations as its ~~K-6~~ regular program.

11.2 Use of District facilities. The School may not use District facilities for activities and events without prior written consent from the District.

11.3 Impracticability of use. If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct, renovate or upgrade a facility cannot be secured, the District will not be obligated to provide an alternative facility for use by the School to operate the School.

11.4 Long-range facility needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School. The District and School will follow the procedures as outlined in 22-30.5-404 and 405, C.R.S.

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12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. ~~a.~~ Timeline and process. The School will submit its renewal application by ~~October~~ December 1 of the year before the School's Charter expires. The Board of Education will act on the renewal application by resolution no later than February 1 of the year before the School's Charter expires following a public hearing where the School will have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Charter, it will detail the reasons in its resolution.

b. ~~b.~~ Application contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application is provided in District policy LBD-R, Relations with Charter Schools.

c. ~~c.~~ Criteria for renewal or non-renewal. The School may be non-renewed for any of the grounds listed in 22-30.5-110 (3), C.R.S. or a material breach of this Contract. The District will annually provide feedback about the School's progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.

12.2 Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, 22-30.5-110 (3),C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School 30 days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.3 School-initiated closure. Should the School choose to terminate this Contract, it may do so in consultation with the District at the close of any School year and upon written notice to the District given at least sixty calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District per pupil revenue funding as described in Section 8.1 ~~will be~~ will be reduced by adjusting from the date of conclusion of services to the end of the school year.

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12.4 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that the District will supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the School year. The District's authority hereunder will include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.5 below and 2) reassignment of students to different Schools. School personnel and its charter School governing board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.5 Return of property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, will be returned to and will remain the property of the District. Notwithstanding the above, the District will not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources will be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for profit organization.

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13. GENERAL PROVISIONS

13.1 Order of precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control, followed by Policies and Regulations, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.~~In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control followed by and Policies and Regulations, followed by mutually accepted practices adopted by the School and approved by the District in writing during the term of the charter approval, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.~~

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 and the School's governing body and executed by authorized representatives of the parties.

13.3 Merger. This Contract contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and ~~supersede by~~ superseded by this Contract.

13.4 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.

13.5 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 or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

13.6 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 District. Nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder will be deemed an incidental beneficiary only.

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13.7 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.

13.8 Notice. Any notice required, or permitted, under this Contract, will be in writing and will be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three Days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

13.9 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.

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IN WITNESS WHEREOF, the parties have executed this Contract June ~~13~~26, ~~2012~~2013.

ST. VRAIN COMMUNITY
MONTESSORI SCHOOL
1055 Delaware Avenue
Longmont, CO 80501

By_____
President, Board of Directors

ATTEST:

_____
Secretary

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
395 S. Pratt Parkway
Longmont CO 80501
303-682-7203
(fax) 303-682-7343

By_____
President, Board of Education

ATTEST:

_____
Secretary

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EXHIBIT A[TW10]

WAIVERS

Requested State Statute Waivers

Pursuant to the Charter Schools Act, the St. Vrain Community Montessori School (SVCMS) requests waivers of certain Colorado Revised Statues listed below. Each statute is identified and the reason for each request given as well as a replacement plan. The waivers will enable the SCVMS to better meet its mission, goals and objectives, and implement its education program. Although a replacement plan is identified with each waiver requested, additional replacement policies and refinement of the noted plans will occur prior to the start of school operations.

The first sections addresses with waivers considered *automatically granted* if requested of the State Board of Education.

C.R.S. § 22-9-106 Local Board of Education – Duties- ***Automatic State Waiver***
Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district's reporting requirements to the state Board, and the minimum information required in the district's written evaluation system.

Rationale: In order for the School to function according to its unique needs and design, the Head of School and Board of Directors must develop and adopt its own system of evaluation.

Replacement Plan: SVCMS will provide a yearly evaluation for all staff. Teachers will be held accountable to the HOS.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None to either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the application.

Expected Outcome: With this waiver, SVCMS will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community.

C.R.S. § 22-32-109 (1)(f) Board of Education – Specific Duties ***Automatic State Waiver***
Requires the Board of Education to employ all personnel and fix their compensation.

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Rationale: SVCMS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations. Therefore, SVCMS requests that these statutory duties be waived or delegated from the District Board of Education to the SVCMS Board. The success of SVCMS will depend in large part upon its ability to select and employ its own staff and to train and direct that staff.

Replacement Plan: SVCMS will be responsible for these matters rather than the District. A teacher agreement will be developed up by the SVCMS Board.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None to either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the application.

Expected Outcome: As a result of the waiver SVCMS will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-32-110(1)(h) ***Automatic State Waiver***
Makes Board of Education responsible for terminating personnel.

Rationale: SVCMS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, SVCMS requests that these statutory duties be waived or delegated from the District to the SVCMS Board. The success of SVCMS will depend in large part upon its ability to select, employ and terminate its own.

Replacement Plan: SVCMS will be responsible for these matters rather than the District. A dismissal procedure will be drawn up by the SVCMS Board.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the SVCMS as set forth in the application.

Expected Outcome: As a result of the waiver, SVCMS will employ staff in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-32-126 Principals - Employment and Authority— ***Automatic State Waiver***
"(1) The Board of education may employ, through written contract, public school principals who shall hold supervisory administrative certificates and who shall supervise the operation and management of the school and such property as the Board shall determine necessary.(2) The principal shall assume the administrative responsibility and instructional leadership, under the supervision of the superintendent

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and in accordance with the rules and regulations of the Board of Education, for the planning, management, operation, and evaluation of the educational program of the schools to which he is assigned. (3) The principal shall submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the school under his supervision. (4) The principal shall perform such other duties as may be assigned by the superintendent pursuant to the rules and regulations of the Board of Education."

Rationale: Pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique status and are expected to be experimental and innovative in educational reform. SVCMS must be able to look beyond the traditional supervisory administrative certification in selecting its' administrator/principal.

Replacement Plan: SVCMS will employ an administrator/principal who will report to the school's Board of Directors. The administrator/principal does not have to hold a Principal's License to perform the listed duties.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the established performance criteria as set forth in the application.

Expected Outcome: As a result of the waiver SVCMS will select, employ and provide professional development for its own administrative staff, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-63-201 ***Automatic State Waiver***
Prohibits Board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

C.R.S. § 22-63-402 ***Automatic State Waiver***
This section prohibits the payment of school district funds to any teacher unless that teacher holds a valid teacher's certificate, letter of authorization, or written authorization from the Department of Education.

Rationale: SVCMS will be solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its' employees. Selection of personnel is subject to compliance with all federal and state rules and regulations including regulations of "Highly Qualified" staff as defined in NCLB.

Replacement Plan: SVCMS may, where possible, hire certified teachers and principals. However, it may be beneficial for SVCMS be able to hire teachers without a certificate and who possess unique

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background and/or skills or fill a need for the school. SVCMS may or may not require such persons to obtain a certificate within a designated period of time.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None to either the District or SVCMS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the evaluation system set forth in the application.

Expected Outcome: As a result of these waivers, SVCMS will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

C.R.S. § 22-63-202 ***Automatic State Waiver***
Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.

C.R.S. § 22-63-203 ***Automatic State Waiver***
This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts

C.R.S. § 22-63-403 ***Automatic State Waiver***
Governs payment of salaries upon termination of employment of a teacher.

Rationale: SVCMS should be granted the authority to develop its own employment terms and conditions of employment. Given the at will nature of employees, SVCMS should not be required to give non-probationary status and probationary periods to its teachers.

SVCMS will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential.

Replacement Plan: The contract between SVCMS and the District will have staff employed on a year-to-year basis as "at-will" employees. The SVCMS Board will develop an appropriate teacher's agreement.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to SVCMS as set forth in the application and the contract.

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Expected Outcome: SVCMS expects that as a result of these waivers, it will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of it's' teachers and students.

C.R.S. § 22-63-206 ***Automatic State Waiver***
Permits transfer of teachers between schools upon recommendation of the District's chief administrative officer.

Rationale: The Charter Schools Act allows a charter school to be responsible for its own personnel matters. It is inconsistent with this statute for the District to make transfers with/or for SVCMS.

Replacement Plan: SVCMS will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to SVCMS as set forth in the application.

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

C.R.S. § 22-63-301 ***Automatic State Waiver***
Provides grounds and procedures for dismissal of teachers.

C.R.S. § 22-63-302 ***Automatic State Waiver***
This section describes the procedures for dismissal of a non-probationary teacher including review by a hearing officer and judicial review in the Court of Appeals.

Rationale: The success of SVCMS in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. SVCMS must be able to terminate employees who cannot deliver its educational program successfully.

Replacement Plan: Continued employment in SVCMS will be subject to an annual satisfactory performance evaluation. This policy and procedure will be established by the SVCMS Board. Teachers who are rated unsuccessful may be terminated by SVCMS.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

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How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to SVCMS as set forth in the application.

Expected Outcome: As a result of these waivers, SVCMS will be able to terminate teachers who are not able to provide instruction in accordance with the philosophy and mission of the school.

C.R.S. § 22-63-401 ***Automatic State Waiver***
This section requires school districts to adopt a salary schedule, which shall apply to all teachers in the district and sets forth the requirements for modifications to the schedule.

Rationale: The employees of SVCMS will not be employees of the District. Thus, section 22-63-401 does not apply and is in contrast to the independent fiscal responsibility stated in the Charter School Act.

Replacement Plan: SVCMS has established its own salary and payment obligations based on its educational goals.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to SVCMS as set forth in the application.

Expected Outcome: As a result of this waiver, SVCMS will be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission of the school.

Additional State Waivers Requested

C.R.S. § 22-32-109 (1)(b) Board of Education – Specific Duties
Grants Board of Education authority to adopt policies and prescribe rules and regulations for efficient administration of the District.

Rationale: SVCMS will operate independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Act.

Replacement Plan: The SVCMS Board will adopt policies and the principal will prescribe rules and regulations for operation of the school.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on the budget of either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the application.

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Expected Outcome: SVCMS expects that, as a result of these waivers, it 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 application.

C.R.S. § 22-32-109(1)(n)(1)
Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.

Rationale: The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the District and comply with state requirements.

Replacement Plan: The final calendar and school day of SVCMS will be finalized no later than June of the prior school year.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on the budget of either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the application.

Expected Outcome: As a result of this waiver, SVCMS will be able to operate with a longer school year and under its own schedule, which is vital to the success of its program.

C.R.S. § 22-32-109(1)(t)
Grants Board of Education authority to determine educational programs to be carried on in schools of the district and to prescribe textbooks.

Rationale: SVCMS requests the District grant the SVCMS Board the authority to determine the educational program and instructional materials to be used in the school. SVCMS will choose the instructional materials that will be used and the procedure for making them available to its students.

Replacement Plan: The educational program that SVCMS will implement is an authentic Montessori Method Curriculum.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to SVCMS, as set forth in the application.

Expected Outcome: SVCMS expects that, as a result of this waiver, it will be able to implement its curriculum and ensure that students meet the proposed standards.

C.R.S. § 22-32-110(1)(ee)
Authorizes Board of Education to employ teacher aides and non-certified personnel.

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Rationale: SVCMS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, SVCMS requests that these statutory duties be waived or delegated to the SVCMS Board. The success of SVCMS will depend in large part upon its ability to select and employ its own staff and to train and direct that staff.

Replacement Plan: SVCMS will be responsible for these matters rather than the District. A non-certified contract will be drawn up by the SVCMS Board when elected. The Head of School will primarily be responsible for planning, with input from staff and approval of the SVCMS Board, the professional development and school policies to meet their needs.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

Expected Outcome: As a result of the waiver SVCMS will select, employ and provide professional development for its own staff, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-32-110(1)(I)
Authorizes Board of Education to reimburse employees for expenses.

C.R.S. § 22-32-110(1)(J)
Authorizes Board of Education to procure group life, health or accident insurance for employees.

Rationale: SVCMS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, SVCMS requests that these statutory duties be waived or delegated from the District to the SVCMS Board. The success of SVCMS will depend in large part upon its ability to select, employ and terminate its own staff as well as provide for group, life, health, and accident insurance and procedures for reimbursement of employee expenses.

Replacement Plan: SVCMS will be responsible for these matters rather than the District. Procedures in these areas were developed by the SVCMS Board prior to the start of operations.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

Expected Outcome: As a result of the waiver, SVCMS will employ staff in accordance with the terms and conditions set by the Charter School Act.

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C.R.S. § 22-32-110(1)(y)
Grants the Board of Education the power to accept gifts, donations or grants of any kind made to the District and to expend such in accordance with the donor's conditions, except conditions contrary to the law.

C.R.S. § 22-63-204
Receiving moneys from the sale of goods.

Rationale: Because SVCMS has a unique program, it is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. SVCMS staff needs to be allowed to accept pay for sale of goods to accomplish education objectives.

Replacement Plan: The SVCMS Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

Expected Outcome: As a result of the waiver, the SVCMS Board will have the latitude to expend funds as needed and will be able to act more quickly while maintaining accountability.

C.R.S. § 22-32-119
Permits Board of Education to establish and maintain Kindergarten and prescribe courses of training, study, discipline and rules and regulations governing the program.

Rationale: SVCMS will operate its own Kindergarten program in accordance with the application. SVCMS should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its Kindergarten program, subject to the limitations in the application and the Contract.

Replacement Plan: SVCMS will provide its own curriculum for Kindergarten students.

Duration of the Waivers: SVCMS requests that the waiver be granted for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

Expected Outcome: SVCMS expects that as a result of this waiver it will be able to operate its Kindergarten program to the benefit of the students, teachers and community.

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C.R.S. § 22-63-103 (10)
Teacher Employment, Compensation, and Dismissal – Definitions – Substitute Teacher This section describes a substitute teacher and the qualifications of such.

Rationale: Developing and maintaining a qualified pool of substitute teachers can be challenging for a Montessori charter school since the expectations vary from those of traditional public schools.

Replacement Plan: The Head of School shall have the authority to select part-time and substitute teachers.

Duration of the Waiver: SVCMS requests that the waiver be for the duration of its Charter.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in this application.

Expected Outcome: As a result of this waiver, the School will be able to employ part-time and substitute teachers possessing unique skills and/or background necessary for the smooth operation of the school.

C.R.S. § 22-9-106 (4)
Certificated Personnel Evaluations –Local Boards of Education – Duties--Personnel Evaluations This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D)

Rationale: The SVCMS Head of School must have the ability to perform the evaluation of all personnel. Should the Head of School not have a Type D certificate, this should not preclude him or her from administering the evaluations.

Duration of the Waivers: SVCMS requests that the waiver be granted for the duration of its Charter.

Financial Impact: None to either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to SVCMS, as set forth in the Application.

Expected Outcome: With this waiver, SVCMS will be able to implement its program and evaluate its teachers in accordance with School's goals and objectives set forth in this application.

C.R.S. § 22-32-110 (1) (h)
School District Boards – Powers & Duties –Board of Education- specific powers- repeal. Discharge of Personnel Boards of education are responsible for terminating personnel.

Rationale: SVCMS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and termination procedures. Therefore, the School requests that these statutory duties be waived or delegated from the District to SVCMS. The success of the School will depend in large part upon its ability to select and employ its own staff and to terminate individual staff members should they not perform in accordance with the goals and objectives of the School. All SVCMS staff will be employed on an at-will basis.

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Replacement Plan: The School will be responsible for these matters. Specific policies and procedures for termination will be developed prior to initial operations. Dismissal shall not be affected by an employee's religious beliefs, marital status, racial or ethnic background, or participation in community affairs.

Duration of the Waivers: SVCMS requests the waiver be granted for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to SVCMS, as set forth in this Application.

Expected Outcome: As a result of this waiver, the School will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-32-110 (1) (k)
School District Boards – Powers & Duties –Board of Education- specific powers- repeal. In-Service Training. Requires Boards of education to adopt policies, rules, and regulations regarding in-service training, professional growth and official conduct.

Rationale: The School must have the authority to determine its own policies, rules, and regulations regarding in-service training, professional growth, safety, official conduct, and welfare of its employees.

Replacement Plan: The Head of the School and the SVCMS Board will be responsible for these matters. The Head of the School and Board of Directors of SVCMS have developed protocols with regard to in-service training.

Duration of the Waiver: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to SVCMS, as set forth in the Application.

Expected Outcome: As a result of this waiver, the School will select, employ and provide professional development for its Head of School, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-60.5-301
Colorado Educator Licensing Act –Principals & Administrators Types of principal licenses issued – term. Describes various types of licenses and standards for issuance for principals.

Rationale: The unique curriculum and methods required to supervise and manage the St. Vrain Community Montessori School could limit the pool of potential candidates for the Head of School position if potential candidates must also be state licensed and/or certified.

Replacement Plan: The SVCMS Board will hire a Head of School who will further the mission, goals and objectives of the School. The Head of School will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. The School seeks to attract a Head of

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School from a wide variety of backgrounds, including but not limited to, teachers and persons with Montessori school administration or other professional experience.

Duration of the Waiver: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to SVCMS, as set forth in the Application.

Expected Outcome: As a result of this waiver, the School will be able to employ professional staffs who possess the unique skills and/or background to fill its staff needs in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-63-103 (10)
Teacher Employment, Compensation, and Dismissal –Definitions – Substitute Teacher This section describes a substitute teacher and the qualifications of such.

Rationale: Developing and maintaining a qualified pool of substitute teachers can be challenging for a Montessori charter school since the expectations vary from those of traditional public schools.

Replacement Plan: The Head of School shall have the authority to select part-time and substitute teachers that meet the specific needs of a Montessori curriculum.

Duration of the Waiver: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in the Charter School Proposal.

Expected Outcome: As a result of this waiver, the School will be able to employ part-time and substitute teachers possessing unique skills and/or backgrounds particularly suited to the Montessori curriculum.

Requested District Waivers

Listed below are the waivers requested from the St. Vrain Valley School District RE-1J. In some instances, waivers are requested not because of any substantive disagreement with the scope, intent or language of a policy, but rather because the subject policy specifies that the District School Board, the Superintendent or a school principal bears responsibility for performing a particular action or function; where in the St. Vrain Valley Community Montessori School (SVCMS) model for governance/administration, these functions would be performed by the SVCMS Board of Directors and/or the Head of School.

Rationale: Charter schools have unique status and are expected to be innovative in educational reform. In order for SVCMS to be successful and operate in a manner consistent with its Mission and Vision as outlined in this charter application, it must be able to operate beyond certain policy limits of traditional educational approaches.

Replacement Policies: Replacement policies will be developed to be consistent with the philosophies of St. Vrain Community Montessori School prior to the start of operations.

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Duration of SVVSD Policy Waivers: All of the following waivers are requested for the duration of the Charter.

Financial Impact: SVCMS anticipates no financial impact of these waivers to either the District or the School.

How the Impact of the Waivers will be evaluated: The impact will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in this application.

Expected Outcome: As a result of these waivers, SVCMS will be able to implement its program in a manner consistent with its Educational Philosophy and the Mission of the School.

Note on Automatic SVVSD Waivers: Several SVVSD policies and their accompanying regulations and exhibits are automatically waived once the charter school has appropriate replacement policies in place. These are noted parenthetically throughout the following Section areas.

Section B: School Board Governance and Operations

BDF	Advisory Committees

SVCMS will develop a Board Member Agreement that does not coincide with any St. Vrain Valley School District policies that can specifically be waived.

Section C: General School Administration

CA	Administration Goals/Priority Objectives
CFBA	Evaluation of Evaluators
CH	Policy Implementation
CHA	Development of Regulations

The School will establish relevant criteria for recruitment and hiring of administrative staff, while complying with applicable laws protecting employee rights and equal protection provisions. In conjunction with the Head of School, the SVCMS Board will assign staff to positions where they can best contribute to the school's educational mission.

Section D: Fiscal Management

DB	Annual Budget
DBD	Determination of Budget Priorities
DGA/DGB	Authorized Signatures/Check-Writing Services
DJB/DJB-R	Purchasing Procedures
DJC	Petty Cash
DKC	Employee Expense Authorization/Reimbursement
DN	School Properties Disposition

The contract between the St. Vrain Valley School District RE-1J School Board and the School will set forth the timeline for budget negotiations. The budget as agreed upon shall be managed by the SVCMS HOS and Board of Directors. The School will establish its own business practices. All equipment the school purchases will be purchased and sold with guidelines established by the School.

Section E: Support Services

EBCE	School Closings and Cancellations
EEA	Student Transportation
EEAA	Walkers and Riders
EEAC	Bus Scheduling and Routing

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EEBA	School-Owned Vehicles
EF	Food Services
EFAA	Use of Surplus Commodities
EFC	Free and Reduced lunch (Also E Reduced lunch forms)

The School will not provide transportation for its students. Transportation will be provided by parents. The School may elect to provide this service in the future, or to contract with the District for transportation services for field trips or other special events. The school does expect to offer sack lunches as part of the District's Free and Reduced Lunch program. Students, who qualify, in accordance with District qualification standards, will receive lunch either free or at a reduced cost. Care will be taken to protect the confidentiality of the students in the program and the sack lunches will also be available to other students who wish to purchase them at cost.

Section F: Facilities

FF	Naming of Facilities (Considered an Automatic SVVSD Policy Waiver)

Section G: Personnel

(All of Section G except GBA and GBAA are considered Automatic SVVSD Policy Waivers)

GBK	Staff Concerns/Complaints/Grievances
GCA	Professional Staff Position
GCAB	Administrative Staff Positions
GCB	Professional Staff Contracts/Compensation/Salary Schedules (Also E-1-3)
GCBC	Professional Staff Supplemental Pay Plans/Overtime
GCCA	Instructional Staff Annual Leave
GCCB	Administrative Staff Sick Leave
GCE/GCF	Professional Staff Recruiting/Hiring
GCG/GCGA	Part-time and Substitute Staff Employment/Qualifications of Substitute Staff
GCI	Professional Staff Development
GCOA	Evaluation of Instructional Staff
GCOC	Evaluation of Administrative Staff
GCQF	Discipline, Suspension, &Dismissal of Professional Staff (& Contract Non-renewal)
GDA	Support Staff Positions
GDB	Support Staff Compensation/Salary Schedules
GDBC	Support Staff Supplementary Pay/Overtime
GDCA	Support Staff Annual Leave
GDE/GDF-R	Support Staff Recruiting/Hiring
GDG	Part-time and Substitute Support Staff Employment
GDLA	Support Staff Emergency Closure
GDO	Evaluation of Support Staff
GDQB	Resignation of Support Staff
GDQD	Discipline, Suspension and Dismissal of Support Staff

Compensation and employment terms will be established and approved by the SVCMS Board. All staff employed by the school will be considered "at will" employees in the sense that either the employee or the School will be able to terminate employment, with or without cause, provided two week's notice is given. The School will determine its own school calendar and workday schedules. The School will determine its own staffing needs and recruitment and hiring procedures. The School will enact its own salary schedules and benefit package, subject to the statutory requirement that employees of a charter school be members of PERA. The School will adopt policies which comply with all pertinent federal laws and which specify and ensure rights, privileges, and protections for its employees, including a safe, tobacco-, drug- and alcohol-free work environment.

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Section H: Negotiations
(All of Section H is considered Automatic SVVSD Policy Waivers)

Section I: Instruction
(All of Section I except IKF and ILBB are considered Automatic SVVSD Policy Waivers)

IC/ICA	School Year/Calendar
ICA-E	School Calendar
IF	Use of Instructional Time: Elementary (Also IF-R)
IFC	Multiculturalism
IGA	Curriculum Development
IGA-R	Curriculum Development
IGD	Curriculum Adoption
IGF/IL	Curriculum Review
IHA	Basic Instructional Program
IHAM/IHAMB	Health Education
IHBEA	English Language Learners
IHBF	Homebound Instruction
IHBF-R	Homebound Instruction
IHBG	Home Schooling
IHCA	Summer School (Also IHCA-R)
IHCA-E	Summer School
IIB	Class Size
IJ	Instructional Resources and Materials
IJJ	Curriculum Review &Textbook or Materials Adoption
IJJ-R	Curriculum Review &Textbook or Materials Adoption
IJJ-E	Curriculum Review &Textbook or Materials Adoption
IJK	Supplementary Material Selection & Adoption (Also IJK-R)
IJL	Library Materials Selection & Adoption
IJL-R	Library Materials Selection & Adoption (and Withdrawal)
IJNA	Teacher Aides
IJOA	Field Trips
IJOA-E	Field Trip/Activity Permission Form
IJOC	School Volunteers
IJOC-E	School Volunteer Application
IKA/IKAB	Grading/Assessment Systems
IKE	Promotion, Retention & Acceleration of Students
ILB/ILBA	District Program of Assessments
IMB	Teaching about Controversial/Sensitive Issues

Pursuant to statutory authority, the School will design its own educational program and curriculum. Materials will be approved by the SVCMS Board. Curriculum design, implementation and review will be an on-going process. The School will work with the District to ensure the content standards of its curriculum meet or exceed those of the District. The School may wish to develop alternative assessments to those the District employs. In addition, the School reserves the right to determine policies concerning field trips, volunteers, parent and staff conferences, etc.

Section J: Students

JC	School Attendance Areas (Considered an Automatic SVVSD Policy Waiver)
JC-R	School Attendance Areas (Considered an Automatic SVVSD Policy Waiver)
JCAA	School Districting/Redistricting (Considered an Automatic SVVSD Policy Waiver)
JF	Student Admissions and Denial of Admissions

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JGA Assignment of New Students to Classes and Grade Levels (Considered Automatic SVVSD Policy Waiver)
JH Student Absences and Excuses (Considered Automatic SVVSD Policy Waiver)
JHB Truancy (Considered Automatic SVVSD Policy Waiver)
JHD Exclusions and Exemptions from School Attendance (Considered Automatic SVVSD Policy Waiver)
JH-R Student Absences & Excuses (Considered Automatic SVVSD Policy Waiver)
JICA Student Dress
JII Student Concerns, Complaints and Grievances
JK Student Discipline
JK-R Student Discipline
JKD/JKE Suspension/Expulsion of Student
JKD/JKE-E Grounds for Suspension/Expulsion
JKD/JKE-R Suspension/Expulsion of Student

(All of JI, JJ, JK, JM, JO, JP and JQ considered Automatic SVVSD Policy Waivers)

SVCMS has established its own enrollment and withdrawal policies consistent with the Charter School Act. Non-resident students will be allowed to enroll, subject to the School's deadline and space availability. The School reserves the right to establish its own student dress code and discipline procedures, except that the School will not use corporal punishment.

Section K: School-Community-Home Relations
KE Public Concerns and Complaints
KE-E Complaint Form
KEC Public Concerns/Complaints about Instructional Resources
KEC-R Public Concerns/Complaints Instructional Resources
KEC-E Public Concerns/Complaints Instructional Resources (Citizens Request for Reconsideration of Instructional Materials)
KEF Public Concerns/Complaints about Teaching Methods, Activities & Presentation
KH Public Gifts to Schools (Considered an Automatic SVVSD Waiver)
KHA Public Solicitations in Schools
KHC Distribution/Posting of Promotional Material

SVCMS will establish its own policies concerning fundraising and advertising activities. The SVCMS Board will hear and handle all parental complaints about the school's academic program and instructional resources.

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Exhibit B[TW11]

SVCMS RECRUITING PLAN

TO ATTRACT A DIVERSE STUDENT POPULATION

Rationale:

The Montessori philosophy consciously encourages children to accept, respect, and celebrate the rich cultural diversity of the global community. Diversity of backgrounds is viewed as a positive and important element in authentic Montessori Schools. SVCMS is mindful that recruitment of a diverse student community will require a conscious, deliberate ~~and funded~~ effort. The school has developed an Outreach plan focused on the two core themes of Communication and Accessibility. Montessori is mindful of the goal of recruiting, enrolling and retaining a student population that will be reasonably representative of the "at risk" grades K – 6 (at build out) student population (measured by free and reduced lunch) in the area it serves~~.~~ ~~The District elementary school "at-risk" population is approximately 51%.~~, subject to the availability of Title I funding.

Communication:

1. Outreach efforts will be directed toward two populations: (a) free/reduced lunch eligible (FRL) students AND (b) students who are classified as members of one of the racial or ethnic minority groups whose enrollment is tracked by the District.

2. SVCMS will provide the free/reduced lunch eligible application (or CDE Family Economic Data Survey) as part of the enrollment process.
3. When appropriate, SVCMS will work to craft outreach materials which are specifically tailored to appeal to each of the groups above (free/reduced lunch eligible and racial/ethnic minorities).

Goal	Activities	Person Responsible	Timeline
SVCMS will implement outreach activities specifically targeting the FRL student population	Provide information and enrollment materials to District Preschool programs with a high percentage of target students	SVCMS Staff	*On-going*

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	Provide enrollment packets and, when possible, conduct educational presentations (subject to permission) at accessible locations such as SVMCS, ~~recreation centers~~Farmer's Markets, libraries and community centers in the SVVSD attendance area. When appropriate, attend Times-Call School Choice Event	SVCMS Board and Staff SVCMS Board & Staff	*Dec.-Jan.* *January*
Goal	**Activities**	**Person Responsible**	**Timeline**
SVCMS will implement outreach activities specifically targeting at risk student populations	Establish and maintain relationships with community organizations that serve at risk populations within the SVVSD attendance area.	SVCMS Board, Staff	*Ongoing*

Accessibility:
1. SVCMS will work to minimize transportation barriers, since free bus service will not be available to students.
2. SVCMS will work to minimize location barriers, since we hope to draw students from across the entire geographic area of the District.
3. SVCMS will work to minimize language barriers. ~~Demographics indicate the two dominant languages in the area are English and Spanish. After enrollment, SVCMS will support these students in the manner described in its application and will provide programs similar to those provided by the District.~~
4. SVCMS will work to minimize financial barriers, since we will be targeting FRL students for enrollment.
5. We will follow the District's procedures for assessing eligibility for waiving required fees.

Goal	**Activities**	**Person Responsible**	**Timeline**
SVCMS will support parents in finding viable methods to get students to and from the school.	SVCMS will offer assistance to families in arranging carpools. SVCMS will provide information about public transportation in the region.	Parent Volunteer SVCMS Staff	*Ongoing* *Ongoing*

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Goal	**Activities**	**Person Responsible**	**Timeline**
SVCMS will be located in the most central location possible given property availability and financial constraints.	Prioritize location during site-selection processes.	SVCMS Board & Staff	*As appropriate*
Goal	**Activities**	**Person Responsible**	**Timeline**
SVCMS will support parents' access to the school by reducing language barriers that prevent understanding of enrollment and attendance information.	Enrollment materials will be printed in English and Spanish (the area's dominant second language), when appropriate. Provide a Spanish speaker/translator at select enrollment/information meetings educational presentations.	SVCMS Staff SVCMS Board, Staff	*Ongoing* *Ongoing*
Goal	**Activities**	**Person Responsible**	**Timeline**
SVCMS will support parents' in covering the direct and indirect costs of enrolling their children in our school.	Where possible, dedicate 10% of preschool tuition and full-day Kindergarten fees to scholarships based on financial need. Focus grant writing efforts to secure additional need based scholarship funds. Provide daily lunch service for students through participation in a ~~sack~~ lunch program, enabling access to FRL meals.	SVCMS Board SVCMS Board, Grant Writing Volunteer, Staff SVCMS Board, Staff	*Ongoing* *Ongoing* *Ongoing*

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EXHIBIT C[TW12]

Enrollment Procedures

SVCMS –JFA Admission of Students

Kindergarten through 6th Grade

Informational Workshops

Parents who are interested in enrolling their students into SVCMS are strongly encouraged to attend an Informational Workshop. These workshops will be led by a SVCMS Staff member and will provide an overview of Montessori as it applies to child development, the academic content of the Montessori curriculum, and details about SVCMS and the enrollment process. Informational Workshops will be held in December and January. Details on when and where the meetings will be held will be posted on the SVCMS website by December 1. ~~After enrollment, i~~Informational tours will be held on a monthly basis as needed.

Informational workshops may be held outside of the school.

Enrollment Process

Parents seeking to enroll their child or children in the SVCMS ~~public school (~~K to 6th grade~~)~~ program must complete and submit an "Intent to Enroll" Form, which is available on the SVCMS website (www.svcmontessori.org) or by calling 303-682-4339. The completed Intent to Enroll Form must be returned to the SVCMS Registrar during the Enrollment Registration Period, detailed below.

Enrollment Registration Dates:

Last two weeks of November: Intent to Enroll forms accepted for enrollment priorities #2-4 (see below.)

First business day in December: Open enrollment begins for the following school year, waitlists initiated.

Last business day in January: Open enrollment ends. Intent to Enroll forms received after 4:00 p.m. on this day will be filled in the order in which they are received on a space available basis.

First Wednesday in February: Waitlists are finalized.

First Friday in February: Notification of awarded positions.

October 1st: Enrollment ends. October 2nd: Wait-lists purged.

Enrollment Priority:

Enrollment priority is given in the following order throughout the year when there are more students seeking positions at the school than there are available positions:

1. Currently enrolled returning ~~public school (~~K to 6th grade~~)~~ SVCMS Students.
2. Children who attended preschool at St Vrain Community Montessori School for at least one year prior to entering Kindergarten, first come, first served.
3. Siblings of Admitted SVCMS ~~(~~K to 6th grade~~)~~ Students.*
4. Children of SVCMS staff, consideration may be given to FTE status.
5. Children of current or former SVCMS Board members who completed at least one term, based on first come, first served.

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6. All District Residents, based on first come, first served.
7. All non-District Residents, based on first come, first served.

Any position offered based on an enrollment priority category must be accepted within 10 business days of offer of enrollment or priority enrollment status will be forfeited for the current year.

*Sibling priority is limited to: 1. Students within the ~~public~~ elementary school ~~(~~K to 6th~~)~~, and 2. Preschool children who have a sibling in the ~~public~~ elementary school. Sibling priority is not offered to elementary school students based on an enrolled preschool sibling. If sibling priority is forfeited more than once, sibling priority will no longer be honored.

Students on the waitlist for the previous school year will NOT automatically be included in the enrollment process for the upcoming school year. Any students who are not currently enrolled and who wish to enroll for the upcoming school year must resubmit an "Intent to Enroll" form in accordance with the schedule above.

The parent/ legal guardian of each child selected must give a verbal confirmation of intent to enroll within one (1) business day after notification. Parents/legal guardians must complete and return an SVCMS Enrollment Packet within five (5) business days of notification.

Any potential student who is offered a position and declines placement in the school will lose any and all positions for that year. Students may reapply for enrollment after refusing placement, but his or her name will be placed at the end of the compiled waitlist.

After October 1, new students will be enrolled at the school at the discretion of the Head of School on a space available basis for the ½ day Kindergarten, and 1st through 6th grade classes. Full day Kindergarten and preschool positions can be filled throughout the year.

Full Day Kindergarten

All children seeking a position in the Kindergarten will initially be enrolled in the ½ day Kindergarten program. A number of tuition-based, Full-day Kindergarten positions will be available and determined based on the following priority:

1. Children who attended preschool at St Vrain Community Montessori School for at least one year prior to entering Kindergarten.

2. Children with at least one year of prior Montessori experience from schools with credentialed Montessori guides (MACTE) prior to the year in which they will enter Kindergarten.

3. Siblings of SVCMS students currently enrolled in the ~~public~~ K-6 school program.

4. Order of receipt of Intent to Enroll form.

After the first day of school begins, any Full day openings which arise will be awarded to ½ day Kindergartners currently enrolled in the classroom with the opening. Placement will be at the discretion of the Head of School in consultation with Lead Classroom Guides.

Age Requirements
As SVCMS is a part of the St. Vrain Valley School District, the school will follow SVVSD guidelines for age requirements and enrollment. In order to enter Kindergarten, an applicant must be 5 years old by October 1st of the year of Kindergarten enrollment. To enter into 1st grade, an applicant must be 6 years old by October 1 of the year of first grade enrollment.
See - St. Vrain Valley School District Policy JEB – Entrance Age Requirements

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Admission of Students with Disabilities

In accordance with its operating agreement with SVVSD, in instances where a student has an existing Individual Education Plan (IEP), SVCMS's acceptance of a student's application for admission is contingent upon the determination by the IEP Team that the student can receive a Free Appropriate Public Education (FAPE) in the least restrictive environment at the School, with or without reasonable modification. If the determination is that the IEP cannot be fully implemented at the School and therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting.

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EXHIBIT D[TW13]

UNIFIED IMPROVEMENT PLAN

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EXHIBIT ~~D~~E[TW14]

DISTRICT ACCREDITATION INDICATORS

School Performance Framework: In conducting its annual review of each school's performance, the District will consider the school's results on the School Performance Framework. The School Performance Framework measures a school's attainment on the four key performance indicators identified in the Education Accountability Act of 2009 (article 11 of title 22):

Academic Achievement: The Academic Achievement Indicator reflects how a school's students are doing at meeting the state's proficiency goal: the percentage of students proficient or advanced on Colorado's standardized assessments. This Indicator includes results from TCAP and COAlt (Reading, Writing, Math and Science), and Lectura and Escritura.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects 1) normative growth: how the academic progress of the students in this school compared to that of other students statewide with a similar TCAP score history in that subject area, and 2) adequate growth: whether this level of growth was adequate for the typical (median) student in this school to reach proficiency in three years or by the 10th grade, whichever comes first, as measured by the TCAP.

Academic Growth Gaps: The Academic Growth Gaps Indicator reflects the academic progress of historically disadvantaged student subgroups and students below proficient. It disaggregates the Growth Indicator into student subgroups, and reflects their normative and adequate growth. The subgroups include students eligible for Free/Reduced Lunch, minority students, students with disabilities (IEP status), English Language Learners, and students who scored at the below proficient level.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or jobs upon graduation. This Indicator reflects student graduation rates, dropout rates, and average Colorado ACT composite scores. Based on State identified measures and metrics, schools receive a rating on each of these performance indicators that evaluates if they have exceeded, met, approached, or not met the state's expectations. These performance indicators are then combined to arrive at an overall evaluation of a school's performance.

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~~Exhibit E~~EXHIBIT F[TW15]

~~Educational Program~~EDUCATIONAL PROGRAM CHARACTERISTICS

The Montessori Program and Curriculum

The Montessori materials and curriculum from Kindergarten through 6th grade is currently aligned with, and meets or exceeds, all SVVSD District Standards.

The curriculum includes the following areas of study as per District standards:

1. Language (Reading and Writing)
2. Math
3. Science (Geography, Biology, Botany, Zoology)
4. Social Studies - History
5. Art

Language: Sequence of language including phonograms and vocabulary works. Parts of speech are studied in depth with language boxes and sentence analysis materials.

Spelling, punctuation, parts of a paragraph and many more language materials are available to the students. Additionally, many beginning to advanced reading books, both fiction and non-fiction, are available. Frequently, students participate in “buddy reading” or reading with adult volunteers in the classroom in addition to reading with the lead teacher and assistant.

Math: This area offers an array of materials and activities that continue the sequence of lessons in matching quantity to symbol up to numbers in the millions. Using mathematical operations, students may choose materials that provide a natural progression, going from concrete concepts toward abstract concepts. Charts and materials are used to teach basic facts in the four operations. Other materials show numbers squared or cubed, which are later used for algebraic equations and formulas.

Materials to show measurement of weight, length, depth, time and money are also available. Fraction insets give students experience with numbers less than whole. A geometry area takes students through a sequence of geometrical terms and activities, from the point to the line, angles, shapes, and solid. Materials include the geometric cabinet and geometry nomenclature and command cards.

Geography: This area is divided into three minor areas: functional geography (the make-up of the solar system and the earth), physical geography (the land and water forms on earth), and political geography (the study of countries, the capitals, flags and culture).

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The materials include models and pictures of the planets, globes, puzzle maps, models of different land and water forms and geography baskets (baskets containing objects and pictures from different continents).

Biology: This area introduces the study of life using the five kingdom charts. A microscope is used to see live specimens in the prokaryote and the protista kingdoms. Other materials such as pictures and story cards are used to give experience with the five kingdoms.

Botany: This area contains many live specimens from the plant kingdom. Students are taken through a sequence of nomenclature activities in which they learn to identify parts and types of plants, fruits and nuts. Taking the students to nature or bringing nature into the classroom for study brings life and enthusiasm to this area.

Zoology: The materials and activities in this area follow a sequence of study that enables students to study animals with a sense of order in which they appeared on earth. Equipped with live specimens, this offers an opportunity for observations and research. There is a complete set of nomenclature for vertebrates and invertebrates.

History: This area is designed with materials and activities to help the children understand time, not just the hours in a day, months, years, decades, centuries, millenniums, but to imagine the beginning of time and how the earth came to be. With clocks, time-lines, experiments and lessons the students investigate and imagine events that took place to make the world, as we know it today.

Art, Music and *Practical Life*: All of these subjects are integrated into all areas of study. Good quality art materials are available to students for any project whether it be painting a picture of an animal with all its parts or making a bowl out of clay like one of our ancestors made. Bell or tone bars may be found for composing music. String instruments, drums and wooden flutes may be available as well.

The Montessori *Children's House* (including Kindergarten)

In the 3-6 *Children's House* curriculum, the child is introduced first to “small” ideas that gradually widen into larger concepts. *Self-correcting* materials are arranged invitingly on low, open shelves and children choose their work from one of several distinct areas.

Mathematics makes use of manipulative materials to enable the child to internalize concepts of number, symbol, sequence, operations, and memorization of basic facts.

Language Arts includes oral language development, written expression, reading, and the study of grammar, creative dramatics, and children's literature. Basic skills in writing and reading are developed through the use of sandpaper letters, alphabet cut-outs, and various presentations allowing children to link sounds and letter symbols effortlessly and to express their thought through writing.

Cultural Activities expose the child to basics in geography, history, and life sciences. Music, art and movement education are part of the integrated cultural curriculum.

During the third year in the *Children's House*, the Kindergarten student can not only work with these materials in more depth, thus gaining more insights from them, but, using this base, can move into the academic areas. Once the child has established critical learning habits – concentration, self-discipline, a sense of order, persistence in completing a task, creative self expression and a love for learning, the

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student has the opportunity to assume leadership within the classroom. All preparations for later academic work are reinforced in the Kindergarten year.

Montessori Elementary Curriculum

The Five Great Lessons

The Great Lessons are an important and unique part of the Montessori curriculum. These lessons are bold, exciting, and are designed to awaken a child's imagination and curiosity. The child should be struck with the wonder of creation, thrilled with new ideas, and awed by the inventiveness and innovation that is part of the human spirit.

The Five Great Lessons are traditionally presented in *Lower Elementary* (grades 1-3), and are presented every year so that children see them more than one time. Unlike the 3-6 environment, where the child is introduced first to "small" ideas that gradually widen into larger concepts, the elementary child is introduced right away to large concepts - the largest of all being the beginning of the universe. Then they can be shown how all the smaller ideas fit into the larger framework.

Traditionally, there are Five *Great Lessons* that are used to paint a broad picture before moving to more specific study. They consist of:

- First *Great Lesson* – The Coming of the Universe and the Earth
- Second *Great Lesson* – The Coming of Life
- Third *Great Lesson* – The Coming of Human Beings
- Fourth *Great Lesson* – The Story of Writing, Communication in Signs
- Fifth *Great Lesson* - The Story of Numbers

First *Great Lesson* – The Coming of the Universe and the Earth

The First *Great Lesson* is the most memorable and is often done on the very first day of school. It involves the use of a balloon and gold stars to tell the story of the beginning of the universe. This lesson also includes some demonstrations using solids and liquids to show how the continents and oceans first came together.

This lesson leads to the study of:

1. Astronomy: solar system, stars, galaxies, comets, constellations
2. Meteorology: wind, currents, weather, fronts, erosion, water cycle, clouds, glaciers
3. Chemistry: states of matter, changes, mixtures, reactions, elements, atoms, periodic table, compounds, molecules, chemical formulas, equations, lab work, experimentation
4. Physics: magnetism, electricity, gravity, energy, light, sound, heat, friction, motion, experimentation

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5. Geology: types of rocks, minerals, land forms, volcanoes, earthquakes, plate tectonics, ice ages, eras of the earth

6. Geography: maps, globes, latitude/longitude, climates, land/water form names, continent and country research

The Second *Great Lesson*: The Coming of Life

The Second *Great Lesson* involves the coming of life. This lesson revolves around the Timeline of Life, a long chart with pictures and information about microorganisms, plants, and animals that have lived (or now live) on the earth. The great diversity of life is emphasized, and special care is paid to the "jobs" that each living thing does to contribute to life on earth.

This lesson leads to the study of:

1. Biology: cells, organized groups, five kingdoms, specimens, dissection, observation, use of microscope

2. Botany: study of plants, classification, functions, parts of plants (seed, fruit, leaf, stem, root, flower), types of plants

3. Habitats: location, characteristics, food chains/webs, symbiosis, adaptation, ecosystems, conservation

4. Ancient Life: eras of the earth, evolution, extinction, fossil records, excavation

5. Animals: classification, needs, similarities/differences, human systems, nutrition, hygiene

6. Monera, Protista, and Fungi Kingdoms: what they are, classification, observation

The Third *Great Lesson*: The Coming of Human Beings

The next *Great Lesson* is the Coming of Human Beings. This lesson involves a timeline with a tool and a human hand to talk about the three gifts that make humans special: a mind to imagine, a hand to do work, and a heart that can love. This lesson will lead children to study the beginning of civilizations and the needs of early humans.

This lesson leads to the study of:

1. History: timelines, prehistory, ancient civilizations, world history, history of specific countries and continents

2. Culture: art, artists, music, composers, dance, drama, architecture, design, philosophy, religion, *grace and courtesy*

3. Social Studies: current events, government, economics, commerce, volunteering & charity

4. Discovery & Invention: scientists, inventors, scientific method, inventions, simple machines

The Fourth *Great Lesson*: The Story of Writing – Communication in Signs

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The Fourth *Great Lesson* is the Story of Writing, sometimes called Communication in Signs. In this lesson, the story of the development of the written alphabet is told, with an emphasis on the incredible ability that humans have of committing their thoughts to paper. Included in the story are pictographs, symbols, hieroglyphs, early alphabets, and the invention of the printing press.

This lesson leads to the study of:

1. Reading: literature, poetry, non-fiction, myths and folk tales, authors, reading comprehension, reading analysis, literary terms
2. Writing: elements of style, function, voice, composition, letter writing, research, study skills
3. Language: origins of spoken language, foreign languages, history of languages, speech, drama
4. Structure: alphabets, bookmaking, grammar, punctuation, sentence analysis, word study, figures of speech

The Fifth *Great Lesson*: The Story of Numbers

The last of the lessons is the Fifth *Great Lesson*: The Story of Numbers, also called the History of Mathematics. This lesson begins with the earliest civilizations, which often only had "one", "two", and "more than two" as their numeric system. It continues with a look at different numbering systems throughout the centuries, culminating in the decimal system that we use today.

This lesson leads to the study of:

1. Mathematics: operations, fractions, decimals, multiples, squares, cubes, percentages, ratio, probability, intro to algebra
2. Numbers: origins of numbers and systems, bases, types of numbers, scientific notation, mathematicians
3. Geometry: congruency, similarity, nomenclature of lines, angles, shapes, solids, measurement, theorems
4. Application: story problems, measurement, estimation, graphs, patterning, rounding, money concepts

***The Great Lessons* as a Unifying Theme**

Clearly, these five stories encompass an enormous amount of information about the origins of the world around us. When each story is shared, it is never left alone - further study is always open to the children so that the story becomes the springboard but not the focus. The stories can be referred to throughout the year when new topics are introduced, as a way of providing unity and cohesion to such a wide variety of studies.

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Objectives

To view the St. Vrain Community Montessori School curriculum in matrix format which provides the objectives, methods of instruction and means of measuring student outcomes for each student by approximate age and grade level, please See Attachment 6.

In order to ensure that the maximum benefit from the Montessori curriculum is realized and that all positive student outcomes are achieved, certain very specific conditions must exist in the following areas:

1. The Learning Environment
2. The Activities and Materials
3. The Methods of Instruction
4. Class Groupings

The Learning Environment

Child-Centered Environment: Generally students will work individually or in small, self-selected groups. There will only be a few whole group lessons, however there are specific times scheduled throughout the day where the class operates as a whole community.

Responsive Prepared Environment: The environment is designed to meet the needs, interests, abilities, and development of the children in the class. The teachers design and adapt the environment with this community of children in mind, rapidly modifying the selection of educational materials available, the physical layout, and the tone of the class to best fit the ever changing needs of the children.

Focus on Individual Progress and Development: Within a Montessori program, children progress at their own pace, moving in sequence to the next level in each area of learning as they are ready. The teacher continually assesses readiness and introduces new lessons as the child is ready. While the child lives within a larger community of children, each student is viewed as a universe of one.

The Activities and Materials

Hands on Learning: In Montessori, students rarely learn from texts or workbooks. In all cases, direct personal hands-on contact with either real things under study or with concrete models that bring abstract concepts to life allow children to learn with deeper understanding.

Self-directed Activity: One of Montessori's key concepts is that children desire to become independent and competent beings in the world. They are driven to learn new things and master new skills. For this reason, outside rewards to create external motivation are unnecessary. In the process of making independent choices and exploring concepts largely on their own, Montessori children construct their own sense of individual identity. Children learn to be intrinsically motivated and able to pursue interests based on internal desire rather than fleeting external rewards. Children do not work for grades or external rewards. Children learn because they are interested in things, and because all children share a desire to become competent and independent human beings.

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Spontaneous Activity: It is natural for children to wiggle, touch things, and explore the world around them. An authentic Montessori environment encourages children to move about freely, within reasonable limits of appropriate behavior, with particular respect for others, the material and the environment. Students select work that captures their interest and attention; teachers also encourage their interest in new challenges and areas of inquiry. Within this atmosphere of spontaneous activity, students master the basic skills of their culture.

Active Learning: In Montessori classrooms, children not only select their own work most of the time, but also continue to work with tasks, returning to continue their work over many weeks or months, until finally the work is "so easy for them" that they can teach it to younger children. This is one of many ways that Montessori educators use to confirm that students have reached mastery of each skill.

Freedom within Limits: Montessori children enjoy considerable freedom of movement and choice; however their freedom always exists within carefully defined limits on the range of their behavior. They are free to do anything appropriate to the ground rules of the community, but redirected promptly and firmly if they cross over the line.

Methods of Instruction

The Three Period Lesson

This is the method by which lessons are presented, practiced, observed, integrated, and evaluated. Please see Attachment 7c for a detailed explanation of the *Three Period Lesson*.

The First Period: The Lesson

During the first period specific lessons taken from the Montessori curriculum are presented to the child by the teacher. Each lesson isolates a particular new skill or concept built upon previous skill and conceptual understanding.

The Second Period: Practice, Observation, Correction

During the Second period the child takes the work and material presented and undertakes extensive practice alone and with peers, conferring with the teacher. The teacher performs systematic observation, correction, modification, and re-presentation to the child as needed.

The Third Period: Integration, Assessment

During the third period the child achieves conceptual and practical independence and the need for the material is replaced by abstract manipulation, acquisition of skills, and understanding. The teacher undertakes formal and informal assessment at this stage. Observations and assessments are used as verification of the child's skill and understanding.

Weekly Work Plan

Students work with a written study plan for each week. This *work plan* is created during a weekly meeting between the teacher and student, which allows for evaluation of the previous week's work and the addition of new lessons. It lists the tasks that they need to complete, while allowing them to decide

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how long to spend on each and what order they would like to follow. Beyond these basic, individually tailored assignments, children explore topics that capture their interest and imagination and share them with their classmates.

Three-Hour Work Period

The purpose of long, uninterrupted blocks of work time is to allow students to select work freely, eventually becoming absorbed in work that has a particular fascination for them at this point in their development. Interruptions, no matter how valuable the alternative activity might seem to be, disturb the fragile development of the child's focus, concentration, and intellectual exploration on his or her own.

The Montessori Teacher

The Montessori teacher exhibits the following qualities:

Authoritative: The teacher is firm at the edges and empathetic at the center, the kind of adult who responds empathetically to children's feelings, while setting clear and consistent limits.

Observer: The Montessori teacher is a trained observer of children's learning and behavior. These careful observations are recorded and used to determine each student's needs and leads the teacher to intervene in the child's learning with new lessons, fresh challenges, or reinforcement of basic ground rules.

An Educational Resource: Montessori teachers facilitate the learning process by serving as a resource to whom the children can turn as they synthesize their learning, impressions, and experiences.

Role Model: Like all good teachers, the Montessori educator deliberately models the behaviors and attitudes that she is working to instill in her students. Because of Montessori's emphasis on character development, the Montessori teacher is exceptionally respectful to each child, creating a calm, kind, warm, and polite environment.

What Montessori Teachers Do

"Education should no longer be mostly imparting of knowledge, but must take a new path, seeking the release of human potentialities." – Maria Montessori

"The teacher's task is no small or easy one! He has to prepare a huge amount of knowledge to satisfy the child's mental hunger, and he is not limited by a syllabus." – Maria Montessori

Respectfully Engage with the Learner: The Montessori teacher recognizes that her role is to inspire, mentor, and facilitate the learning process. The real work of learning belongs to the individual child. Because of this, the Montessori educator remains conscious of her role in helping each child to fulfill his potential as a human being and of creating an environment for learning within which children will feel safe, cherished, and empowered.

Facilitate the "Match" Between the Learner and Knowledge: Montessori teachers are trained to identify the best response to the changing interests and needs of each unique child. Because they recognize that

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children learn in many different ways and at their own pace, Montessori educators understand that they must "follow the child," adjusting their strategies and timetable to fit the development of each of their pupils.

Environmental Engineer: Montessori teachers organize appropriate social settings and academic programs for children at their own level of development. They do this to a large degree through the design of the classroom, selection and organization of learning activities, and structure of the day.

What if a child simply isn't interested in a certain subject? Because the curriculum is designed to engage children during *sensitive periods* for learning, and because there is wide variety of different approaches to presenting subjects to students, this rarely happens in the Montessori classroom. As mentioned above, the teacher is in tune with the child's interests and will continue to seek out new and different ways to engage the child, so that all areas of the curriculum are thoroughly covered.

Frequently, when a child shies away from certain activities, there is a social or emotional cause at the root. One way the teacher may help a child to overcome issues of insecurity with subject matter is to encourage the child to engage in activities that he or she is clearly attracted to in order to build confidence. Once the teacher feels that the pupil is ready to have another try with the subject that was presenting difficulty, she will suggest it indirectly or pair the child up with a peer.

Younger children are generally in awe of older children and find that working with an older child on any subject is a real treat. Older children who are asked to help instruct younger children gain a sense of confidence while reinforcing their own knowledge of subject matter through teaching.

Another way teachers and children ensure that all subjects are adequately explored is the weekly *work plan*. This list is created by the children according to what they know must be accomplished. The teacher will review the *work plan* and make suggestions where necessary. This is the guide that the children use to complete their weekly learning tasks. Because they have created it themselves, even subjects they aren't particularly enthusiastic about become more appealing.

All of these different methods help ensure that children not only study and master all areas of the curriculum, but that they enjoy it, internalize it, and develop knowledge that will last a lifetime. In those rare cases that these methods do not prove effective, the teacher is alerted to a possible special need, such as a learning disorder or a physical limitation (children who refuse to read may need glasses, for example.) If this is found to be the case, the teacher will begin the process outlined in our Special Needs section.

"There is a part of a child's soul that has always been unknown but which must be known. With a spirit of sacrifice and enthusiasm we must go in search like those who travel to foreign lands and tear up mountains in their search for hidden gold. This is what the adults must do who seeks the unknown factor that lies hidden in the depths of a child's soul. This is a labor in which all must share, without distinction of nation, race, or social standing since it means the bringing forth of an indispensable element for the moral progress of mankind." (The Secret of Childhood, Maria Montessori)

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Class Groupings

Diversity: Diversity in terms of ethnic background, gender, and age is essential to achieve the community of students that Dr. Montessori believed would lead to peaceful, globally-minded, socially responsible adults.

Mixed age groups: Ideal Montessori classrooms gather together children of three age levels into a family group. Children remain together for several years, with only the oldest students moving on to the next class at year's end.

A Family Setting: Montessori classrooms are communities of children and adults. As children grow older and more capable, they assume a greater role in helping to care for the environment and meeting the needs of younger children in the class. The focus is less on the teachers and more on the entire community of children and adults, much like one finds in a real family.

Cooperation and Collaboration: Montessori children are expected to treat one another with kindness and respect. This behavior is modeled by the teacher and other adults in the classroom. Insults and shunning behavior tend to be rare. Instead we normally find children who have a great fondness and respect for one another. Children learn at their own pace and teachers refrain from comparing students against one another.

Unique Curricular Aspects in the Montessori Program

The Montessori curriculum also includes the following areas of study:

1. *Practical Life*
2. *Sensorial*/Motor
3. *Peace Education*

Practical Life enhances the development of task organization and cognitive order through care of self, care of environment, exercises of *grace and courtesy,* and coordination of physical movement.

***Sensorial*/Motor:** enables the child to order, classify, and describe sensory impressions in relation to length, width, temperature, mass, color pitch, etc.

***Peace Education*:** There are four general areas in which peace education is presented to children in the Montessori classroom:

1. Inner Peace
2. Peace in a Community (the classroom)
3. Global Peace (Peace for all humanity)
4. Peace in Nature

Inner Peace: Lessons that develop inner peace include activities that promote awareness of inner self; silence and stillness; concentration and attention; mindfulness; gratitude; and self-reliance.

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Peace in a Classroom Community: The skills necessary for building a sense of community in a classroom are the same as those needed by adults. Compassion, affirmation of others, and genuine listening skills foster respectful and caring relationships. The ability to look at conflict without anger or resentment, the willingness to admit error and to offer forgiveness are all skills that can be developed starting at a young age. Montessori teachers make a specific point of teaching respectful and compassionate language, implementing simple conflict resolution processes and leading by example.

Global Peace: Peace for all humanity is learned as the children are introduced to different cultures and are encouraged to explore applying their understanding of community peace on a broader scale. Continent and Peoples of the World studies provide a global view of life and humanity's part in it. With emphasis placed on the family of humankind and the interrelationship of all life, Montessori students begin to realize that they are not separate from the rest of the world, but are an integral part of creating a harmonious world.

Peace in Nature: The Montessori Cosmic Curriculum is designed to help instill a sense of being connected to all things in the universe. In this view the Earth must be respected and preserved. Montessori seeks to help children become adults who are respectful stewards of their environment.

Resources permitting, the SVCMS curriculum may also include, Spanish Language, Physical Education, Music and Gardening.

Supplemental Curricula

Literacy Program

The Montessori reading program will be the foundation of our literacy program. Reading serves as a building block for the entire curriculum and is interwoven throughout all aspects of it, making reading a primary focus of the student's activities. The Montessori reading program is a proven effective reading curriculum that incorporates all elements of the No Child Left Behind solution. Through the use of direct instruction and a multitude of reading activities the five essential components of reading are taught in the Montessori program: phonemic awareness, phonics, fluency, vocabulary development, and comprehension.

We will purchase a complete professionally designed Montessori curriculum which includes a specific reading curriculum. A specific, comprehensive multi item Montessori Language Arts Scope and Sequence includes items such as phonetic sounds, phonetic writing and reading, irregular or sight words, phonograms and blends, which lead to fluent (total) reading. Journal keeping, creative writing, whole language, poetry and many other activities are also part of the program.

In addition to the Montessori reading program, Junior Great Books will be used. The Junior Great Books program is a research-based K-12 reading program that provides a framework for teaching reading comprehension, critical thinking and writing, all in the context of students sharing their ideas about great literature. Junior Great Books helps students develop essential literacy skills—reading carefully, thinking critically, listening intently, and speaking and writing persuasively. By participating in *Shared Inquiry* discussion, students learn to read for meaning and to support their own interpretation of the text.

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Additional Art Curricula

Child-Size Masterpieces: This series created by Aline D. Wolf consists of sets of postcard-size art reproductions to introduce art masterpieces to children. The program begins with matching activities for the youngest children and progresses, as they grow older to more challenging activities, ending with laying out a timeline. The program comes with companion books that contain postcard-size images of paintings from all periods of art history. Chosen to appeal to young children, each reproduction is color-coded and imprinted on the back with title and artist.

Additional History and Social Studies Curricula

Joy Hakim's A History of US 11 volume series: This is a storyteller's history of the United States in 10 highly illustrated books of about 200 pages, each includes an atlas. Published by Oxford University Press with teaching materials developed by Johns Hopkins.

The series won the James A. Michener Award in Writing, and the Parent's Choice Gold and Silver Award. Hailed by reviewers, historians, educators, and parents for its exciting, thought-provoking narrative, the books have been recognized as a break-through tool in teaching history and critical reading skills to young people.

MIRA Math: A transparent geometric tool with the reflective quality of a mirror makes it easy to bisect angles and explore slides, rotations, and flips. This will be used as a limited supplement to learn geometric congruency.

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EXHIBIT ~~F~~G[TW16]

PLAN FOR ENGLISH LANGUAGE LEARNERS

SVCMS will serve students with limited English proficiency in accordance with all applicable Federal Laws and Regulations and in compliance with C.R.S. § 22-24-105. SVCMS will adhere to the following with regard to these students:

- Upon enrollment into the school, all students will receive a home-language survey of languages spoken in the home.
- Students whose language survey indicates their home language is other than English will receive assessment of English proficiency using instruments and techniques approved by the District upon enrollment into the school to determine English proficiency.
- All ELL students will be given the ~~Colorado English Language~~Access Assessment ~~(CELA)~~ in January of each school year. The ~~CELA~~ Access will help SVCMS track individual student progress in language proficiency over time and determine optimal instruction support for each ELL student.
- Educational Programs will be responsive to students' specific needs and in compliance with state and federal guidelines.
- SVCMS will report the number of ELL students attending the school to the District and the state.

Students with Limited English Proficiency (LEPs) and Non-English proficiency (NEPs) will be included in their mixed-age, Montessori classrooms. In addition to the comprehensive Montessori scope and sequence, SVCMS will provide all NEP and LEP (1-3) students with supplemental direct English Language instruction.

ELL instruction will be provided by Highly Qualified ESL teachers, in accordance with NCLB.

SVCMS will also train general education teachers in Sheltered Instruction to ensure optimal delivery of curricular content across levels and areas. This training will occur using best practices and on an on-going basis for all general education faculty and administration.

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EXHIBIT H[TW17]

ADDITIONAL SERVICES AGREEMENT

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
TWIN PEAKS CHARTER ACADEMY

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
TWIN PEAKS CHARTER ACADEMY

This Contract is made and entered on June ~~13~~19, ~~2012~~ 2013 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district hereafter referred to as the "District" and the **TWIN PEAKS CHARTER ACADEMY**, a Colorado non-profit corporation hereafter referred to as the "School".

RECITALS

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

WHEREAS, the School District Board of Education, hereafter referred to as the "Board," previously approved an application for School as a District charter school through 2024-25, school and fiscal years and entered into successive charter contracts for the operation of such school;~~the School District Board of Education, hereafter referred to as the "Board," previously approved an application for School as a District charter school for the 1997-98 through 2009-10 school and fiscal years, approved a renewal application for 15 years through 2024-25 and entered into successive charter contracts for the operation of such school;~~

NOW THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants, and payments herein described, the parties agree as follows:

1. DEFINITIONS. The following words and phrases used in this Contract shall have the following meanings:

School shall mean the Twin Peaks Charter Academy of Longmont, Colorado.

Charter Board shall mean the Twin Peaks Charter Academy Board of Trustees.

Act shall mean the Charter Schools Act, C.R.S. §22-30.5-101 and following.

Administrator shall mean the principal of the School.

Application shall mean the School's application for a charter school dated September 11, 1996 and renewal applications dated December 1, 1999 and December 1, 2005.

Board or Board of Education shall mean the District's Board of Education.

CFO shall mean the District's Chief Financial Officer.

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Contract shall mean this Charter School Contract between the District and the School dated June ~~13~~19, ~~2012~~2013.

C.R.S. shall mean Colorado Revised Statutes.

TCAP means the Transitional Colorado Assessment Program.

Days shall mean those days when the District's Educational Service Center is open for business.

Department shall mean the Colorado State Department of Education.

District shall mean the St. Vrain Valley School District RE-1J, Boulder, Broomfield, Weld and Larimer Counties, State of Colorado.

Finance Act shall mean the Public School Finance Act of 1994, C.R.S. §22-54-101 and following, as amended, or its successor.

General Assembly shall mean the Colorado General Assembly.

Governmental Immunity Act shall mean the Colorado Governmental Immunity Act, as amended, C.R.S. §24-10-101 and following.

IEP shall mean Individualized Education Program.

Material Breach shall mean a violation of this Contract which is substantial and significant and which will excuse the non-breaching party from further performance of this Contract.

Open Meetings Law shall mean the Colorado Open Meetings Law, as amended, C.R.S. §24-6-401 and following.

Policies or the term "Policies and Regulations" shall mean those District adopted policies and implementing regulations that are of general applicability to all schools within the District except (a) those that are determined by the District, from time to time, to not be applicable to existing charters schools within the District; and (b) those policies and implementing regulations for which the School has been granted a specific waiver or waivers.

Public Records Law shall mean the Colorado Public Records Law, as amended, C.R.S. §24-72-204 and following.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

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2. ESTABLISHMENT OF SCHOOL

2.1 Term. This Contract is effective as of July 1, ~~2012~~ 2013 for a ~~one~~ three year period terminating on June 30, ~~2013~~2016. Should the parties be unable to reach agreement on all terms of a renewed contract by July 1 of a school year during the term of the charter granted by the Board, the provisions of this Contract shall continue to be observed pending such renewal. Regardless of length of term, contract may be subject to yearly amendments, addendums, or exhibit updates upon mutual agreement by all parties. Although this Contract may be for operation of the Charter School for a period in excess of one fiscal year, pursuant to Article X, Sec. 20 of the Colorado Constitution, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2 Charter school legal status. The School has incorporated as a Colorado nonprofit. Unless the parties agree otherwise in writing, the School will continue to operate as a Colorado non-profit corporation and will assure that its operation is in accordance with its articles of incorporation and bylaws. The School will notify the District promptly of any change in its corporate and/or tax exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School 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 part of the District. As such, the School is subject to Colorado laws and district Policies that apply to public charter schools unless waived in accordance with Section 5.5 of this contract. Further, the School is a public entity within the meaning of 24-10-106, C.R.S., and is therefore entitled to the protections of the Colorado Governmental Immunity Act.

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3. DISTRICT-SCHOOL RELATIONSHIP

3.1 District responsibilities and rights.

3.1.1 Right to review. The School will operate under the auspices of, and will be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this contract, all federal and state laws and regulations, Policies and Regulations. 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 will be open to inspection and made available to the District in a timely manner. Records include, but are not limited to the following:

a. School records including but not limited to student cumulative files, policies, special education and related services;
b. Financial records;
c. Educational program, including test administration procedures and student protocols;
d. Personnel records, including evidence criminal background checks have been conducted;
e. School's operations, including health, safety and occupancy requirements; and
f. Inspection of the facility.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities.

The School shall have the right to maintain as confidential from the District those School records to which such confidentiality attaches as a matter of law, including but not limited to: records of Charter Board executive sessions (subject to the Sunshine Act procedures for contesting such confidentiality); attorney-client correspondence and work product records of the School; records relating to School-District negotiations or negotiation strategies; and records relating to disputes between the School and the District. The School, through its Executive Director or the Charter Board may elect to disclose such confidential records to the District on a case-by-case basis, with or without District assurances relating to preservation of confidentiality, notwithstanding the rights noted above and without in any way impairing its right to assert confidentiality in future cases.

3.1.2 Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification will be made within ten Days of its receipt by the District and will include information about the substance of complaint taking into consideration any complainant's request for anonymity.

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3.1.3 School health or safety issues. The District will immediately notify the School of any circumstances requiring school closure, lockdown, emergency drills or any other action that may affect school health or safety.

3.1.4 Feedback about progress. Within sixty calendar days of receipt of the School's annual report completed pursuant to Section 3.2.4a of the Contract, the District will, at a minimum, provide information to the School about its status in relationship to the goals, objectives and accreditation requirements contained in Section 7.2.

3.1.5 Access to student records. Upon request, the District will timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School will use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and will not use student information acquired from the District for any other purpose.

3.1.6 Indemnification by District. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District agrees to indemnify and hold the School and the Charter Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. 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.

3.2 School responsibilities and rights.

3.2.1 Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system per section 10.4, and adhering to all provisions of the Public School Financial Transparency Act (22-44-304, C.R.S). In addition, the School will ensure that records for students enrolling in other Schools are transferred in a timely manner. ~~Financial records will be posted and reconciled at least monthly.~~ All records will be maintained at the School and will be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

3.2.2 Notification to District.

a. The School will notify the District Superintendent's Office within three Days (and other appropriate authorities) in the following situations:

1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law.
2. Any complaints filed against the School by any governmental agency.
3. Any incident on School property or at a School sponsored activity in violation of the School's gang activity policy.
4. When a student fails to attend all or part of any school day without authorization when the School has been notified in writing by the supervising court or probation/parole officer that the student is required to attend school.
5. Instances on or off School property of assault, disorderly conduct, harassment, knowingly false allegations of child abuse, or any alleged offenses under C.R.S. Title 18 by a student and directed toward a teacher or other School employee.
6. ~~Instances on School property of damage by a student to the personal property of a teacher or other School employee.~~

b. The School will immediately notify the District Superintendent's Office of any of the following:

1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
2. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
3. The arrest of any members of the Charter Board or employees of the School for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
4. Misappropriation of funds;
5. A default on any obligation, which will include debts for which payments are past due by sixty calendar days or more; or
6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) corporation, if applicable.
7. Any mandatory reporting requirements to the Department as set forth in 1 CCR 301-37, §15.00.
8. ~~When a school official or employee has reasonable cause to know or suspect that a child has been subject to abuse or neglect or who has observed the child being subject to circumstances or conditions which would reasonably result in abuse or neglect.~~

~~9.~~8. When there are reasonable grounds to believe an act that rises to the level of a Public Safety Concern as defined in the District's Boulder County Information Sharing Interagency Agreement has

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been perpetrated by a student or any adult on School grounds or at a School sponsored activity.

3.2.3 Compliance. The School will comply with all federal and state laws, local ordinances, and Policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and Policies in accordance with Section 5.5 below. The School shall report instances of significant property damage by a student to the personal property of a School teacher or other School employee and instances of child abuse as such reporting is required by applicable state statutes.

3.2.4 Reports. The School will timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates. Timely notification will be provided when due dates are changed. Failure to provide reports within ten Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 of this contract. Any report requiring data from the District will not be required from the school until 30 days after the data is actually received from the District. This reporting obligation may be fulfilled by sending a link to an electronic version of the report.

a. Accreditation/School Improvement – If the school participates in the CSSI (Charter School Support Initiative), the school will provide a copy of the report to the district. The school shall participate in the district/state Accreditation/School Improvement process and shall submit a Unified Improvement Plan (UIP) in the CDE format by the required deadline based on the school's assigned status from their School Performance Framework (SPF)~~)~~ and input from the CSSI report (if applicable). If deadlines are not met, it shall be considered a material breach of contract and the School shall have ten business days or such other time as the parties may agree to cure such breach.

b. Required financial reports (in pdf or Excel format, unless otherwise noted)
    a. Monthly, within 30 days of the end of the month:
        i. Trial Balance (in the District's prescribed Excel format)
        ii. Bank statement(s) and reconciliation(s) for Charter's main operating cash account(s)
    b. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    c. Annually, as specified:
        i. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        ii. Projected enrollment – March 15
        iii. Proposed Budget – April 15

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iv. Charter Board approved budget – June 30
v. Draft of annual audit with Trial Balance – September 15
vi. Final annual audit with Trial Balance – October 15
vii. Amended budget, or adopted budget if not amended, on CDE form – January 21

~~b. Required financial reports (including budget)~~
~~i. Projected enrollment – March 15~~
~~ii. Proposed Budget – April 15~~
~~iii. Charter Board approved budget – June 15~~
~~iv. Quarterly financial reports – within 30 days of the close of the quarter~~
~~v. Draft of annual audit – September 15~~
~~vi. Final annual audit – October 15~~
~~vii. Amended budget, or adopted budget if not amended, on CDE form – January 21~~

c. School calendar – Due on April 15 provided the St. Vrain Valley School District calendar is approved by the Board of Education by March 15.~~– July 1~~

d. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – May 31

e. Governance information including Charter Board (i.e., names/ contact info, terms and signed Board Member Certification Forms or Board of Director's Agreements) – August 31

f. Insurance certification – August 31

g. Summary Listing of Human Resources/Personnel Information in mutually-agreed format – September 15

The District HR department will retain information on School personnel as outlined below. For any new employees hired or for any personnel changes made, all applicable forms, reports, and transcripts must be updated or submitted to HR within 10 business days of the date of hire or change.

a. Copy of active license waiver on file with the Colorado Department of Education (if applicable)
b. Completed CDE Employee Data Collection Form
c. All college transcripts from all degrees obtained for all licensed personnel
d. Copy of any content exam results (if applicable)
e. Copy of Colorado Teaching License (if applicable)

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The School and the District's HR department will mutually sign off on any new information submitted once it is deemed complete. The School agrees to work with the District to provide any additional personnel information in order to meet any actual additional or unexpected reporting requirements or inquiries from the Colorado Department of Education or other Federal or State governmental authorities.

~~f. Insurance certification – August 1~~

3.2.5 Indemnification by School. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School agrees to indemnify and hold the District and its Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. 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.

3.3 Procedures for contract amendments. The party requesting the change shall send written notice to the other party in accordance with Section 13.8. The receiving party will have sixty calendar days to review and act upon the proposed changes. If the receiving party does not act on the proposed changes within this time period, the changes will be deemed to have been accepted. The parties agree to not unreasonably withhold accepting proposed changes to this Contract.

3.4 District – School dispute resolution procedures. All disputes arising out of the implementation of this Contract will be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided~~, or unless otherwise agreed upon~~.

a. In the event of any dispute or claim arising under or related to this Contract, the parties shall use their best efforts to informally settle such dispute or claim through good faith negotiations with each other.

b. If such dispute or claim is not settled through such negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through informal negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado, or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 30 days following either party's written request therefore.

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c. If such dispute or claim is not settled through mediation, then either party may, within 5 days of conclusion of mediation, request in writing to the other party arbitration to be held in Longmont, Colorado. Within one week of receipt of such request, the authorized representatives of the parties will attempt to agree upon an arbitrator. If they reach no agreement within three days after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.

d. The arbitrator will conduct a hearing limited to the issues raised in the notice. The arbitrator will have authority to make procedural rules and will issue a report to the parties within 10 calendar days after the close of the hearing. Such report will contain findings and a decision if binding arbitration was selectedfinal and binding decision , provided that the arbitrator is not authorized to modify, add to or subtract from this agreement.

e. Waiver. Failure to file notice within the times specified or failure of a party to advance the process within the times specified, will be deemed a waiver of any further 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, provided that the parties may agree in writing to extend any of the time limits for a specified period.

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

g. During the entire period of negotiations, mediation, arbitration, and possible appeal, the District shall not enforce its remedies set forth herein.

g. During the entire period of negotiations, mediation, and arbitration, the District shall not enforce its remedies set forth herein.

3.5 Other remedies. If the School is in violation of 22-30.5-110 (3), C.R.S., state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.2. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

Prior to applying a remedy other than 3.5.2 (b) below, the District will send a notice of breach and provide the School with an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the

School to contest the deficiency, a reasonable timeframe for remedying the deficiency, and the expected results.

1. Withholding of some or all of the funds due to the School until compliance occurs. This remedy may be applied in situations to include failure to submit reports listed in Section 3.2.4 by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4.

2. 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 District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, apply to the Commissioner of Education to take immediate control of the School pursuant to the Charter Schools Emergency Powers Act, CRS 22-30.5-701, et seq. and 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. Any relief granted by the Commissioner may continue during the pendency of any dispute resolution process with respect to any alleged breach.~~Notwithstanding any other provision of this Contract, in the case of any breach which the District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, apply to the Commissioner of Education to take immediate control of the School 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. Any relief granted by the Commissioner may continue during the pendency of any dispute resolution process with respect to any alleged breach.~~

3. Notice of breach and development of a plan to correct the deficiency(ies). This remedy will be initiated by a letter from the District containing all of the information in Section 3.4b. In addition, the letter will require the School to prepare a plan to remedy the deficiency, submission of the plan to the District for review and comment, revisions to the plan by the School at its discretion, and approval of the plan by the Charter Board to include a statement that directs the School's staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

4. Escalating Notifications. For minor issues of non-compliance, a notification will be sent to the relevant parties involved, requesting

resolution. If non-compliance continues, the District reserves the right to sequentially escalate notifications to the Charter administration, the Charter Board, and, upon board action, to families of enrolled students of the charter school, in that order.

5. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.4.b occurs, the District may, upon Board action, require the school to:
    a. Use the District's prescribed financial accounting system for the tracking and reporting of all school financial operations at the school's cost, and/or
    b. Use the District's prescribed auditing firm for the school's year-end financial audit at the school's cost.

3.6 District violations of charter school law or contract. If the School believes that the District has violated any provision of this Contract or charter school law, the School will send the District notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the District to contest the deficiency, a reasonable time frame for remedying the deficiency, and the expected results. If the District does not remedy the violation, the School may initiate the dispute resolution procedures outlined in Section 3.4.

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4. SCHOOL GOVERNANCE

4.1 Governance. The School's articles of incorporation and bylaws will not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies will provide for governance of the operation of the School in a manner consistent with this Contract. The articles of incorporation and bylaws shall be filed with the District. The Charter Board will operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body will be made in accordance with the procedures described in Section 2.2 of the Contract and shall be filed with the District.

4.2 Corporate purpose. The purpose of the School as set forth in its articles of incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, Sections 22-30.5-101, et seq., C.R.S., and appropriate ancillary activities.

4.3 Transparency. The School will make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and will conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.

4.4 Complaints. The School will establish a process for resolving public complaints, including complaints regarding curriculum, which will include an opportunity for complainants to be heard. The final administrative appeal will be heard by the Charter Board, not the District's Board of Education.

4.5 Contracting for core educational services. Unless otherwise agreed in writing by the District, the School will not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This will not prevent the School from engaging independent contractors to teach selected, specific courses.

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5. OPERATION OF SCHOOL AND WAIVERS

5.1 Operational powers. The School will be fiscally responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing or purchasing facilities for School purposes (subject to Board approval); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. All such operational powers of this paragraph shall be subject to Colorado law, including, but not limited to, Article X, Section 20 of the Colorado State Constitution.

5.2 Transportation. Any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School. The District is not delegating the authority to impose a transportation fee.

5.3 Food services. If requested to do so by the School, and feasible for the District to do so, the District will provide free and reduced price meals to needy students in a manner determined by the District and in accordance with Policies and applicable federal and state law. If a lunch program is offered by the School that is not part of the District program, the School shall provide, at its costs, free and reduced priced meals to needy students in accordance with Policies and Regulations and applicable federal and state laws.

5.4 Insurance. The School will purchase insurance protecting the School and Charter Board, employees (including non-compensated student teachers and students participating in a supervised non-compensated internship), volunteers, and the District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability (including owned, hired and non-owned vehicles) insurance. The School will also purchase a bond or crime insurance and property insurance covering buildings, contents, and equipment breakdown, where applicable. The School will also purchase statutory workers' compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District 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 District. The Colorado School Districts Self Insurance Pool (CSDSIP) is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 31. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without 30 days prior written notice by certified mail, return receipt requested, given to the District's Risk Manager. The School will notify the District's Risk Manager within ten 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.~~The School will~~

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~~purchase insurance protecting the School and Charter Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School will also purchase crime insurance and property insurance covering contents and equipment breakdown. The School will also purchase statutory workers' compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District 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 District. The Colorado School Districts Self Insurance Pool is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 31. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without prior written notice by certified mail, return receipt requested, has been given to the District's Risk Manager. The School will notify the District's Risk Manager within ten 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.~~

5.5 Waivers.

1. Automatic waivers. The District agrees to seek waiver from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers.

   The School will be granted certain waivers from Policies and Regulations upon approval by the Board of acceptable replacements.

   The District will grant automatic waivers that are necessary or appropriate when a statute, rule or policy by express terms does not apply to a charter school or the District, through the Contract, has delegated this authority to the School.

2. Additional waivers. The Board agrees to jointly request waiver of state law or regulation, in addition to those automatically granted, if the Board first approves that request. Board approval of requests to waive State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

3. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty calendar days to review the request and, thereafter, will present the matter before the Board at its next regular meeting. The Board will, unless otherwise agreed by the parties, have

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thirty calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of Board-approved Policies and Regulations may be granted only to the extent permitted by state law. In the event the Policy or Regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board approval of requests to waive either Policies or Regulations or State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

4. Compliance assurance. The School will take reasonable steps to assure that staff at the School, members of the Charter 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 Policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Policies.

5. A list of all waivers is included as **Exhibit A**.

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6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through grade 12, including other ancillary activities, such as preschool.

6.2 Student demographics. Students shall be considered for admission into the program as specified in Section 6 and without regard to race, creed, color, sex, gender orientation, national origin, religion, ancestry, disability, or need for special education services. The School shall have and implement a recruitment and enrollment plan, attached as **EXHIBIT B**, that ensures that it is open to any child who resides within the District, and has a diverse student population, which includes, but is not limited to, enrolling a percentage of students that are eligible for free/reduced lunch which is consistent with District averages, taking into account the demographics of other public schools within reasonable proximity to the School. The School shall make reasonable progress toward this goal.

6.3 Eligibility for enrollment. The School will limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22or who meet the criteria in C.R.S. §22-33-106 (3)(f) in another district school.

6.4 Enrollment preferences, selection method, timeline, and procedures. Enrollment preferences, selection method, timeline, and procedures are described in **EXHIBIT C**.

6.5 Admission procedures. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

1. Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP, if any.

2. If the applicant has an IEP, the IEP will be provided to the School's special education teacher immediately upon request.

3. When an applicant has an existing IEP, prior to the decision to admit or deny admission, a review team consisting of the Administrator or designee, the School Special Education Teacher, and a District representative will review the IEP, and if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the provision of services as stated on the IEP can be provided by the School. If any or all of the review team members question the ability of the School to deliver the required services, the District representative will convene a complete IEP team to make the final determination. If the determination by the full IEP team is that the IEP cannot be fully implemented at the School and

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therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Student Services, along with parents, will participate in the IEP Team meeting at the School.

4. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

5. Admission of applicants with an IEP will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP from his/her previous school will be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, including the same or comparable services set forth in the IEP, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP team review meeting is held and the IEP is either adopted or changed; and (ii) for out of state transfers into the District, the School conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.

~~**6.5 Admission procedures**. To ensure that the needs of students with disabilities are met, the following procedures must be followed:~~

~~1. Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP or Section 504 Plan, if any.~~

~~2. If the applicant has an IEP or Section 504 Plan, the IEP or Section 504 Plan will be provided to the School's special education teacher immediately upon receipt.~~

~~3. When an applicant has an existing IEP, prior to the decision to admit or deny admission, a screening team consisting of the Administrator or designee, the School special education teacher, and a District representative will review the IEP, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination whether the services and space available at the School are sufficient to deliver the program required by the IEP If the screening team cannot reach consensus, the District representative will convene a complete IEP team to make the final determination.~~

~~4. When a student with disabilities who has been placed in a center-based program by an IEP Team or who has intensive service needs as~~

~~identified by an IEP Team applies for admission into the School or a program that does not have the staff or services available to meet the needs as identified on the IEP, the District's Executive Director of Student Services, or designee, will convene the IEP Team meeting. The School's acceptance of the student's application for admission is contingent upon the determination by the IEP Team that the student can receive a Free Appropriate Public Education (FAPE) in the least restrictive environment at the School , with or without reasonable modification. If the determination is that the IEP can not be fully implemented at the School and therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School, together with a representative from the District's Department of Student Services will participate in the IEP Team meeting at the School.~~

5. ~~Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.~~

6. ~~Admission of applicants with an IEP will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP from his/her previous school will be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, including the same or comparable services set forth in the IEP or Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is either adopted or changed; and (ii) for out of state transfers into the District, the District conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.~~

7. ~~A student who is admitted with a Section 504 Plan from his/her previous school will be provided with the same accommodations or comparable accommodations until such plan is modified pursuant to applicable federal and state regulations.~~

6.6 Participation in other District programs. No student may be jointly enrolled in the School and another District school or educational program without the written permission of the District and the School. Such written permission will include the manner in which the costs of instruction will be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement will be deemed payment for a purchased service under the Charter School Act. No student will be entitled to instructional time that would be

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more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full time funding at one or both schools. If no written agreement is reached, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.

6.7 Non-resident admissions. Subject to its enrollment guidelines, the School will be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, Policy and this Contract. If the School has more applicants than it has space, preference will be given to those students who reside within the District, and then to students who ~~are new to~~ reside outside the District. Once accepted for enrollment, a non-district resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.8 Student movement after October 1. After October 1, the School agrees to use the standard District administrative transfer process. Requests for transfer to a District school will not be unreasonably denied.

6.9 Expulsion and denial of admission. The statutory authority to expel students will remain with the District. However the Charter Board shall have the authority to remove students from the School, on the statutory grounds for which expulsion is permitted, and shall be delegated authority to conduct initial stages of the expulsion process, as follows: The Charter Board is hereby delegated the power ordinarily exercised by the executive officer under 22-33-105(2)(c), C.R.S., and may designate a hearing officer to render findings of fact and recommendations. Following a hearing, the Charter Board shall issue its confidential written opinion and convey that to the District. The Charter Board's confidential written opinion shall be final as to the removal of a student from enrollment in the School. If the student is removed by the Charter Board, the Board shall render a separate decision on whether such removal is also an expulsion under 22-33-105. C.R.S.

Any general education services required by law to be provided to suspended or expelled students will be the sole responsibility of the District, in cooperation with the School. Any special education and related services required by law to be provided to suspended or expelled students will be the sole responsibility of the District.

A student may be denied admission pursuant to 22-33-106, C.R.S.

6.10 Continuing enrollment. Pursuant to Colorado state law, students/parents who choice into the School will remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-district transfer procedures.

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7. EDUCATIONAL PROGRAM

7.1 Vision and mission. The vision and mission statements set forth in Section A of the Application are hereby accepted by the District to the extent they are consistent with the principles of the General Assembly's declared purposes for enacting the Act as set forth in C.R.S. §22-30.5-102(2) and (3).

7.2 Unified Improvement Plan. The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in the School's Unified Improvement plan (UIP) attached as **EXHIBIT D**.

~~**7.2 School goals and objectives**. The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in **EXHIBIT D**.~~

7.3 District Accreditation Indicators. Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The indicators are provided in **EXHIBIT E**. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

7.4 Educational Program Characteristics. The School shall implement and maintain the characteristics of its educational program set forth in **EXHIBIT F**, subject to modification with the District's written approval.

7.5 On-line program. The School's educational program as contained in the application and reviewed by the District does not include an on-line program pursuant to 22-33-104.6, C.R.S. and the School is accordingly prohibited from offering such an on-line program.

7.6 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. The educational program, pupil performance standards and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the District, will be designed to enable each pupil to achieve such standards, and will be consistent with the School's vision and mission. School students will take the TCAP test as required by the State. The School will participate in the District Accountability/Accreditation process.

7.7 English language learners. The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency while participating in the mainstream English language instructional program. Programming will include regular time periods for direct

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instruction in English language acquisition and an emphasis on sheltered instruction, consistent with the plan identified in **EXHIBIT G**. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.~~The School will 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, including regular time periods for direct English instruction, consistent with the plan included as **EXHIBIT G**. The School will follow the District's procedures for identifying, assessing and exiting English language learners.~~

7.8 Education of students with disabilities.

1. The School is accountable for complying with federal laws prohibiting discrimination based on disability, including section 504, and the District is responsible for ensuring that all students receive a Free Appropriate Public Education (FAPE). The School and the District will work together in developing a plan to ensure compliance with these laws.

~~1.~~2. The District will provide all special education support services to students at the School, except that the School reserves the right to hire its own special education teacher(s) and paraprofessionals subject to review of licensing, and with the approval of the Executive Director of Student Services. The District will assign other special education support staff as necessary to meet student needs. The School will staff its special education personnel applying the same staffing formula used within other District schools. Therefore, except for District center-based programs and services, special education services at the School will be commensurate with those provided at other District schools.

~~2.~~3. The cost for special education services is described in Section 10.3. District services for special education will include being responsible for providing and paying the costs of defense and of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District~~The cost for special education services is described in Section 10.3. District services for special education will include being responsible for providing and paying the costs and expense of defense, including attorneys fees and the costs/expenses of hearing officers, of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the~~

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~~School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District~~.

~~3.~~4. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and will 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 District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the decision of the District's Executive Director of Student Services will control.

~~4.~~5. The District and the School will jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Services, or designee, will maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School will use District special education forms and procedures and will document compliance with the requirements of federal and state law, including procedural due process. The District will respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

~~5.~~6. The School's special education teachers are required to participate in monthly staff meetings and any required special education training sponsored by the District and newly hired special education teachers will attend District orientation sessions, including *Being a Special Educator in St Vrain*, during the school year following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.

~~6.~~7. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the right to require such changes necessary to comply with law, and will have the right to request other reasonable changes on behalf of students with disabilities.~~he District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the~~

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~~right to require such changes necessary to comply with law, and will have the right to request other reasonable changes that are not required by applicable law but will provide appropriate educational benefits to students with disabilities.~~

~~7.~~8. Special education programs and services, as determined by each student's IEP, will be available as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

~~8.~~9. Staff members of the School are not to recommend specific private or outside education programs to the parents of special education students that could require the District to provide services other than those included in the IEP. This section is not intended to apply to, nor to in any way restrict or inhibit School staff from offering good faith professional opinions given in appropriate forums, such as IEP meetings, or testimony in disputed matters.

~~9.~~10. The School shall not be held responsible for the costs of additional services that result from recommendations made by District Staff that are outside services other than those included in the IEP. The school will be responsible for the costs of additional services that result from recommendations made by school staff that are outside services other than those included in the IEP.

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8. FINANCIAL MATTERS

8.1 Revenues

1. District per pupil revenue funding. During the term of this Contract, the District will provide 100% of PPR to the School minus the following:
   a. The actual amount of the School's per pupil share of the central administrative overhead costs, including costs of special education services, as provided by law,
   b. Deductions for purchased services, and
   c. Other deductions as provided herein and adjusted as provided herein.
   d. District per pupil revenues will have the meaning defined in § 22-30.5-112(2)(a.5), C.R.S. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School, will be reflected as an adjustment to subsequent payment from the District to the School.

   The District will provide a report to the School detailing the total funding and deductions that comprise each remitted amount for the applicable time period.

2. Federal categorical aid. Each year the District will provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District 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 District with the required documentation.

3. State categorical aid. On or before January 25 the District will provide to the School the School's proportionate share of applicable state (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds, or Transportation funding) categorical aid received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required.

4. Mill Levy Override Funds.

   a. 2008 Mill Levy Override. The District shall allocate a proportionate share of the Mill Levy Override Funds based either upon the October 1 funded student count for the 2008-2009 year of the

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School, as certified by the Colorado Department of Education, as compared to the District's funded student count, or on subsequent Board action. For each subsequent year that the 2008 Mill Levy Override is in existence and the School remains under the oversight of the District's Board, the computed amount allocated to the School shall not exceed the amount computed for the 2008-2009 fiscal year, or subsequent Board action, modified by the proportionate share of any change in the amount of the Mill Levy Override tax assessed. Such funds will be disbursed to the School in proportion to the amount received by the District between February and June. Any outstanding difference between allocation and disbursement to the School will be disbursed on or prior to June 30th of the contract year. Because the proportionate share to the School will be paid on or prior to June 30th, the School agrees that any subsequent tax revenue for Mill Levy Override collected after the contract year, for the contract year, will remain an asset of the District.

b. 2012 Mill Levy Override. The District shall allocate and distribute 2012 Mill Levy Override Funds to the school in accordance with the attached signed Memorandum of Understanding (**Exhibit I**).

4. ~~Mill Levy override funds. The District shall allocate a proportionate share of the Mill Levy Override Funds to the School based upon the October 1 funded student count for the 2012-2013 year, as certified by the Colorado Department of Education, of the School as compared to the District's funded student count, and for each subsequent year that the 2008 Mill Levy Override is in existence and the School remains under the oversight of the District's Board. Such computed amount allocated to the School shall not exceed the amount computed for the 2008-2009 fiscal year modified by the proportionate share of any change in the amount of Mill Levy Override tax assessed. Such funds will be disbursed to the School in proportion to the amount received by the District during the year.~~

5. Annual accounting. The District shall provide a final accounting of costs to the School by September 30. Any imbalance of funds shall be corrected by October 31

8.2 Disbursement of Per Pupil Revenue. Commencing on July 26 of the contract term, District per pupil revenue funding as described in Section 8.1 will be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding will be based on the School's enrollment projections submitted in accordance with Section 8.5. Changes of more than 5% from projections may be subject to adjustment after first day pupil counts. Decreases of more than 5% from enrollment projections shall require a revised budget and financial review by district staff. Funding for December and subsequent months of the fiscal year will be adjusted in accordance with Section 8.3.

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8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: December 27 funding will be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in the District and not otherwise deducted. Funding on December 27 may also be adjusted for any services provided by the Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases will be made to the School's funding. Any adjustments to funding after the December 27 payment so that funding is equal to the PPR provided for in this Contract will be made no later than the June 27 payment.

Should CDE conduct a count audit that results in a denial of PPR or other funding for students enrolled in the School, the District may adjust the School's funding to reflect such reduction, provided that: (1) such adjustment shall not take place until, at the earliest, the time of actual repayment to CDE, and (2) the District shall timely notify the School of proposed audit findings adverse to the School and, upon request, assign to the School the District's right to contest such audit findings and to prosecute an administrative appeal and any judicial review of such findings.

8.4 Budget. On or before April 15 the School will submit to the District its proposed balanced budget for the following School year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget will be prepared in accordance with the state-mandated chart of accounts, utilizing the Charter School Budget Workbook provided by the District. On or before June 30 the School will submit to the District its balanced budget for the following school year as adopted by the Charter Board. Any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.~~The budget as approved by the Charter Board and any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.~~

8.5 Enrollment projections. Beginning with its second year of operation, the School will provide the District with its latest and best estimates of its anticipated enrollment for the next School year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent of the official membership for the current School year. It is agreed upon by the parties that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section will not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.6 TABOR reserve. The School shall comply with applicable provisions of Article X, Section 20 of the Colorado Constitution, also sometimes referred to as

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the TABOR Amendment, including the required TABOR Reserve as part of the School's ending fund balance.

8.7 Non-appropriation of funds. The parties agree that the funding for the School will constitute a current expenditure of the District. The District'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 District. The District's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the District 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.

8.8 Contracting. The School will not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by the School will include the following provisions:

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

b. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board and the District.

8.9 Annual audit. The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in section 3.2.4.b of this contract. If audit deadlines are not met, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School may, upon Board action, be required to use the District's independent auditor for subsequent years per the remedies outlined in section 3.5.5.~~The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The District will provide a trial balance to the School by the end of the first full business week of August. A draft of the audit report will be provided to the District by September 15. Any cost associated with the audit of the School shall be borne by the School. If such draft is not received by September 15, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School will be required to use the District's independent auditor for subsequent years.~~

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8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(I)(b), C.R.S. Such reports will be submitted to the District no later than 30 days following the last day of the quarter. All June/year-end reports will be submitted as part of the annual independent financial audit.

From time-to-time, the School may be asked, with 30 calendar days' notice, to present financial reports to the Board at its work session on the fourth Wednesday of a month. The format of the reports must be as prescribed by the District's Financial Services Department and will not be unreasonable.
~~The School will prepare quarterly financial reports for the District in compliance with 22-45-102(I)(b), C.R.S. Such reports will be submitted to the District no later than 30 days following the close of the quarter, or 30 days following the receipt of necessary IFAS reports from the District, if later, except that all June/ year end reports will be submitted with the annual independent financial audit.~~

~~From time-to-time, the School may be asked, with 30 calendar days notice, to present financial reports to the Board at its work session on the fourth Wednesday of a month. The format of the reports must be the same as that used by the District's Financial Services Department.~~

8.11 Non-commingling. Assets, funds, liabilities and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.12 Encumbrances and borrowing. During the term of this Contract, the School will not encumber any of its assets without the written permission of the District. Any borrowing above five percent of the School's budget will be subject to prior District approval~~,~~; such approval not to be unreasonably withheld.

8.13 Accounting system. The District must pre-approve any financial accounting system chosen by the School, and the School must use the District-mandated account codes as dictated by the Colorado Department of Education. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.~~After successful implementation of the District IFAS accounting system for one year the School will use the District IFAS accounting system and must use the District mandated account codes as dictated by the Colorado Department of Education. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.~~

8.14 Building corporation. Should the School create a building corporation for the purpose of issuing debt and purchasing a facility to lease to the School, ~~the School may not use the IFAS accounting system for the building corporation. However,~~ the School must use the financial reporting method for the building corporation required by the District.

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9. PERSONNEL

9.1 Employee status. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

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10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities , including normal health related and screening services. Such agreements by the District to provide services or support to the School will be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements will be finalized June 10 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

10.3 Special education services. The District will provide all special education related services at the average per pupil cost of providing such services for the district, multiplied by the number of students enrolled at the School. If the School provides services directly to students, the cost will be reduced by the amount of direct School expenditures commensurate with other District schools, including salary, benefits, supplies and materials, and purchased services. . All purchases related to special education must be preapproved by the Executive Director of Student Services. Such approval will not be unreasonably withheld.

10.4 Student information data processing system. The District will provide to the School the use of the District's student information data processing system and assessment data warehouse program. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District's actual costs required to add the School to the system as outlined in the attached Additional Services Agreement (**EXHIBIT H**).~~The District will provide to the School the use of the District's student information data processing system. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and~~

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~~will pay to the District the District's actual costs required to add the School to the system, currently $27.00 per student per year plus Citrix licensing, currently include but may not be limited to $145.60 per existing and $500.60 per new Citrix license, $4.33 per Goggle Mail License, $12.00 per student for Infinite Campus, $6.60 per student for Alpine Achievement and $15.00 per student for Enterprise Personnel, $29.78 per VoIP license renewal or $198.78 per new, plus phone.~~

10.5 Personnel services. As requested by the School, the ~~The~~ District ~~will~~ may provide personnel services to the School at the average per pupil cost of providing such services for the District, multiplied by the number of students enrolled at the School. In addition, the School shall be responsible for payment of all unemployment insurance charges incurred on behalf of School staff. School staff will be responsible for payment of their own fees for such services as fingerprinting and background checks.

~~**10.6 Administrative support services.** The School will receive the benefit of services by the Centennial Board of Cooperative Educational Services (CBOCES) by its use of technology and programs provided to the District by CBOCES. The School will reimburse the District the average per pupil cost of the CBOCES charges to the District, multiplied by the number of students enrolled at the School.~~

10.6 Additional Services. The School may, at its own cost, subscribe to additional services or licenses with the District including, but not limited to, the services/licenses and costs as outlined in **EXHIBIT H**. Except as outlined elsewhere in this contract, the School is not obligated to subscribe to any additional services from the District, and the District is not obligated to renew its offering of such services or licenses each year. Service rates may be renegotiated or adjusted each year, regardless of the term of this contract. Any additional services not outlined in this contract or the attached exhibit must be negotiated under a separate services agreement.

~~**10.7 Service and supplies delivery.** The School will receive service and supplies delivery for $3,000 per year.~~

~~The school will reimburse the district for Microsoft Office for all computers at a cost of $28 per computer. This is a yearly cost.~~

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11. FACILITIES

11.1 Location. The School shall be responsible for securing adequate facilities within the boundaries of the District for the operation of its ~~K-12~~ program; and all such facilities shall be in a single location and will be leased, purchased, maintained, and operated at the School's expense. Approval of the District's Board shall be required for the School to open additional locations. Any such facilities must meet all applicable standards and requirements of state and federal law for school facilities, including, but not limited to, the Americans with Disabilities Act. The School may open one or more preschool programs at the same or other locations as its ~~K-12~~ regular program.

11.2 Use of District facilities. The School may not use District facilities for activities and events without prior written consent from the District.

11.3 Impracticability of use. If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct, renovate or upgrade a facility cannot be secured, the District will not be obligated to provide an alternative facility for use by the School to operate the School.

11.4 Long-range facility needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School. The District and School will follow the procedures as outlined in 22-30.5-404 and 405, C.R.S.

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12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. ~~a.~~ Timeline and process. The School will submit its renewal application by ~~October~~ December 1 of the year before the School's Charter expires. The Board of Education will act on the renewal application by resolution no later than February 1 of the year before the School's Charter expires following a public hearing where the School will have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Charter, it will detail the reasons in its resolution.

b. ~~b.~~ Application contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application is provided in District policy LBD-R, Relations with Charter Schools.

c. ~~c.~~ Criteria for renewal or non-renewal. The School may be non-renewed for any of the grounds listed in 22-30.5-110 (3), C.R.S. or a material breach of this Contract. The District will annually provide feedback about the School's progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.

12.2 Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, 22-30.5-110 (3),C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School 30 days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.3 School-initiated closure. Should the School choose to terminate this Contract, it may do so in consultation with the District at the close of any School year and upon written notice to the District given at least sixty calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District per pupil revenue funding as described in Section 8.1 will be reduced by adjusting from the date of conclusion of services to the end of the school ~~school~~ year.

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12.4 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that the District will supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the School year. The District's authority hereunder will include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.5 below and 2) reassignment of students to different Schools. School personnel and its charter School governing board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.5 Return of property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, will be returned to and will remain the property of the District. Notwithstanding the above, the District will not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources will be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for profit organization.

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13. GENERAL PROVISIONS

13.1 Order of precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control, followed by Policies and Regulations, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.~~In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control followed by and Policies and Regulations, followed by mutually accepted practices adopted by the School and approved by the District in writing during the term of the charter approval, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.~~

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 and the School's governing body and executed by authorized representatives of the parties.

13.3 Merger. This Contract contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and ~~supersede by~~ superseded by this Contract.

13.4 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.

13.5 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 or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

13.6 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 District. Nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder will be deemed an incidental beneficiary only.

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13.7 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.

13.8 Notice. Any notice required, or permitted, under this Contract, will be in writing and will be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three Days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

13.9 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.

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IN WITNESS WHEREOF, the parties have executed this Contract June ~~13~~26, ~~2012~~2013.

TWIN PEAKS CHARTER ACADEMY
340 S Sunset
Longmont CO 80501

By_____
President, Board of Directors

ATTEST:

_____
Secretary

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
395 S. Pratt Parkway
Longmont CO 80501
303-682-7203
(fax) 303-682-7343

By_____
President, Board of Education

ATTEST:

_____
Secretary

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EXHIBIT A

WAIVERS

Statute or Policy BCB Title
Description: Conflict of Interest

Rationale: Addresses Charter School Board/Employee issues

Replacement Plan: T-BCB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated:

Expected Outcome: Improved Charter Board integrity through a policy that effectively applies to Charter School Governance.

Statute or Policy BDF Title
Description: Committee Policy

Rationale: Addresses Charter School Board Committee operation and expectations

Replacement Plan: T-BDF

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed

Expected Outcome: Basic understanding of operation and legal requirements of Charter Board Committees.

Statute or Policy BEDH Title
Description: BOD Meeting Sign Up Form

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-BEDH

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed

Expected Outcome: Effective use of form will comply with state law.

DRAFT

Statute or Policy BGB Title
Description: Policy Development

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-BGB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed

Expected Outcome: Effective use of policy will comply with state law.

Statute or Policy BGB-E Title
Description: Policy Development

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-BGB-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed

Expected Outcome: Communication of policy waiver request to district.

Statute or Policy: BOD Title Description: Board Member Agreement

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-BOD

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy: BOD-R Title Description: Board Member Communication

Rationale: Addresses Charter School Board Operation

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Replacement Plan: T-BOD-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy CA Title
Description: Administrational Goals/Priority Obj.

Rationale: Addresses Charter School Board Operation

Replacement Plan: T-CA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: CFB/GCOC Title Description: Principal Evaluation

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-CFB/GCOC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy: CFB-E Title Description: Principal Appraisal

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-CFB-E

Duration of the Waiver: Permanent

DRAFT

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy CH Title
Description: Evaluation of Evaluators

Rationale: Addresses Charter School Operation

Replacement Plan: T-CFBA, T-CFBAI, T-CFBAS, T-CFBA-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy DB/DBH Title
Description: Evaluation of Evaluators

Rationale: Addresses Charter School Operation

Replacement Plan: T-DB/DBH

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: DD Title Description: Funding Proposals and Grants

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-DD

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

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Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy DGA/DGB Title
Description: Authorized Signatures/Check Writing Services

Rationale: Addresses Charter School Operation

Replacement Plan: T-DBA/DGB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy DJB/DJB-R Title
Description: Purchasing Procedures

Rationale: Addresses Charter School Operation

Replacement Plan: T- DJB/DJB-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy DJC Title
Description: Petty Cash

Rationale: Addresses Charter School Operation

Replacement Plan: T- DJC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

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Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy DKC Title Description: Expense Authorization/Reimbursement

Rationale: Addresses Charter School Operation

Replacement Plan: T- DKC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Statute or Policy: DKC-R-1 Title Description: Funds Request Form

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-DKC-R-1

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy: DKD Title Description: Payroll Advance

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-DKD

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

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Statute or Policy: DKD-E

Title Description:
Promissory Note for Payroll Advance

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-DKD-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy DN/DN-R

Title
Description: School Properties Disposition

Rationale: Addresses Charter School Operation

Replacement Plan: T- DN

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy EEA/EEAA/EAAC EEBA

Title
Description: Student Transportation/Walkers and Riders/Buss Scheduling and Routing/School-Owned Vehicles

Rationale: Addresses Charter School Operation

Replacement Plan: T- EEA/EEAA/EEAC/EEBA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

DRAFT

Statute or Policy EF/EFAA/EFC Title
Description: Food Services/Use of Surplus Commodities/Free and Reduced Lunch

Rationale: Addresses Charter School Operation

Replacement Plan: T- EF

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: GBAA Title Description: Sexual Harassment

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-GBAA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy GBK Title
Description: Staff Concerns/Grievances

Rationale: Addresses Charter School Operation

Replacement Plan: T- GBK/T-KE

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

DRAFT

Statute or Policy GCA Title
Description: Professional Staff Positions

Rationale: Addresses Charter School Operation

Replacement Plan: T- GCA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: GCA-E-19 Title Description:
Board of Directors Job Description

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-GCA-E-19

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy GCAB Title
Description: Administrative Staff Positions

Rationale: Addresses Charter School Operation

Replacement Plan: T- GCAB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

DRAFT

Statute or Policy GCB Title
Description: Professional Staff Contracts and Compensation

Rationale: Addresses Charter School Operation

Replacement Plan: T- GCB/ *T-GCB-E-1/ T-GCB-E-2/ T-GCB-E-3/ T-GCB-E-4/ T-GCB-E-5/ T-GCB-E-6/ T-GCB-E-7/ T-GCB-E-8/ T-GCB-E-9/ T-GCB-E-10/ T-GCB-E-11*

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCB-E-2 Title
Description: Administrative Staff Contract

Rationale: Addresses Charter School Operation

Replacement Plan: T- GCBB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCB-E-3 Title
Description: Administrative Staff Contract

Rationale: Addresses Charter School Operation

Replacement Plan: T- GCBB-E-2

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

DRAFT

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCB-E-1 Title
Description: Teaching Contract

Rationale: Addresses Charter School Operation

Replacement Plan: T- GCBB-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCBC Title
Description: Professional Staff Support Pay

Rationale: Addresses Charter School Operation

Replacement Plan: T-GCBC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCCA/GCCB/GDCA/GBGK/GBGJ/GBGE Title
Description: Instructional Staff Annual Leave/Administrative Staff Sick Leave/Support Staff Annual Leave/Staff Civic Duty Leave, Staff Bereavement/Extended/Personal Leaves, Staff Maternity/Paternity/Parental Leave

Rationale: Addresses Charter School Operation

Replacement Plan: T-GCC/GDD

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

DRAFT

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCI

Title
Description: Instructional Staff Conferences/Training/Workshops

Rationale: Addresses Charter School Operation

Replacement Plan: T-GCCA-E(T-GCI)

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCE/GCF

Title
Description: Professional Staff Recruiting/Hiring

Rationale: Addresses Charter School Operation

Replacement Plan: T-GCE/GCF/GCED

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GDG

Title
Description: Part Time and Substitute Employment

Rationale: Addresses Charter School Operation

Replacement Plan: T-GCG/GCGA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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DRAFT

Statute or Policy GBM Title
Description: Staff Assignments and Transfers

Rationale: Addresses Charter School Operation

Replacement Plan: T-GCKA/GCKB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCOA Title
Description: Evaluation of Instructional Staff

Rationale: Addresses Charter School Operation

Replacement Plan: T-GCOA and Exhibits

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: GCOA-R Title Description: Faculty Observation

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-GCOA-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

DRAFT

Statute or Policy GCOC Title
Description: Evaluation of Instructional Staff.

Rationale: Addresses Charter School Board Operation

Replacement Plan: T-GCOC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: GCU Title Description:
Membership in a Professional Organization

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-GCU

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy GDA Title
Description: Support Staff Positions

Rationale: Addresses Charter School Operation

Replacement Plan: T-GDA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

DRAFT

Statute or Policy: GDD Title Description: Vacation for 248 Hourly

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-GDD

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy: GDG Title Description:
Part-Time & Substitute Support Staff Employment

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-GDG

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy IC/ICA Title
Description: School Calendar

Rationale: Addresses Charter School Operation

Replacement Plan: T-IC/ICA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

DRAFT

Statute or Policy ICA-E Title

Description: School Calendar

Rationale: Addresses Charter School Operation

Replacement Plan: T-IC/ICA-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCQF Title

Description: Discipline, Suspension and Dismissal of Professional Staff (and Contract Nonrenewal)

Rationale: Addresses Charter School Operation

Replacement Plan: T-GDA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

DRAFT

Statute or Policy DJE Title
Description: Bidding Procedures

Rationale: Addresses Charter School Operation

Replacement Plan: T- DJGAA/DJGAA-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GBL Title
Description: Staff Calendar

Rationale: Addresses Charter School Operation

Replacement Plan: T-IC/ICA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IC/ICA Title
Description: School Calendar

Rationale: Addresses Charter School Operation

Replacement Plan: T-IC/ICA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

DRAFT

Statute or Policy IFC Title

Description: Multiculturalism

Rationale: Addresses Charter School Operation

Replacement Plan: T-IFC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IF/IF-R Title

Description: Use of Instructional Time: Elementary

Rationale: Addresses Charter School Operation

Replacement Plan: T-IF/IF-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IFC Title

Description: Multiculturalism

Rationale: Addresses Charter School Operation

Replacement Plan: T-IFC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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Statute or Policy IGA/IGA-R/IGA-E Title
Description: Curriculum Development

Rationale: Addresses Charter School Operation

Replacement Plan: T- IGA/IGA-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IGD Title
Description: Curriculum Adoption

Rationale: Addresses Charter School Operation

Replacement Plan: T- IGD

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: IGD-E1 Title Description:
Evaluation of Pilot Program

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-IGD-E1

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

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Statute or Policy: IGD-E2 Title Description: Evolution of Pilot Program

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-IGD-E2

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy IGF/IL Title Description: Curriculum and Instruction Programs Review

Rationale: Addresses Charter School Operation

Replacement Plan: T- IGF

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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Statute or Policy IHA Title Description: Basic Instructional Program

Rationale: Addresses Charter School Operation

Replacement Plan: T- IHA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: IHAAD Title Description: Double Dose Reading

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-IHAAD

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy: IHAAD-E Title Description: Double Dose Reading

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-IHAAD-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

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Statute or Policy IHAM/IHAMB Title
Description: Health and Sex Education

Rationale: Addresses Charter School Operation

Replacement Plan: T- IHAM/IHAMB/IHAMC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IHBEA Title
Description: English Language Learners

Rationale: Addresses Charter School Operation

Replacement Plan: T- IHBEA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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Statute or Policy IHBF/IHBF-R Title Description: Homebound Instruction

Rationale: Addresses Charter School Operation

Replacement Plan: T- IHBF/IHBF-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: IHBIA Title Description: Full Day Kindergarten

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-IHBIA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy: IHBIA-E Title Description: Full Day Kindergarten Fee Schedule & Rules for Enrollment

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-IHBIA-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

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Statute or Policy IHCA/IHCA-R

Title
Description: Summer School

Rationale: Addresses Charter School Operation

Replacement Plan: T- IHCA/IHCA-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IIB

Title
Description: Class Size

Rationale: Addresses Charter School Operation

Replacement Plan: T-IIB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IJ

Title
Description: Instructional Resources and Materials

Rationale: Addresses Charter School Operation

Replacement Plan: T-IJ

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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Statute or Policy IJJ/IJJ-R/IJJ-E

Title
Description: Curriculum Review and Textbook or Materials Adoption

Rationale: Addresses Charter School Operation

Replacement Plan: T- IJJ/IJJ-R/IJJ-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IJK/IJK-R

Title
Description: Supplementary Material Selection

Rationale: Addresses Charter School Operation

Replacement Plan: T- IJK/IJK-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: IJK-E1

Title Description:
Supplementary Materials selection and adoption questions for teachers

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-IJK-E1
Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

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Statute or Policy: IJK-E2

Title Description:
TPCA Video Viewing Permission Slip

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-IJK-E2

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy: IJL

Title Description:
Library Materials Selection and Adoption

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-IJL

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy: IJL-R

Title Description:
Library Materials Selection and Adoption

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-IJL-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

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Statute or Policy: IJNA Title Description: Instructional Assistants

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-IJNA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy IJOC/IJOC-E Title Description: School Volunteers

Rationale: Addresses Charter School Operation

Replacement Plan: T- IJOC/IJOC-E/IJOC-R1

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IJOA/IJOA-R/IJOA-E Title Description: Field Trips

Rationale: Addresses Charter School Operation

Replacement Plan: IJOA/IJOA-R/IJOA-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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Statute or Policy IKA/IKAB Title

Description: Grading /Assessment Systems

Rationale: Addresses Charter School Operation

Replacement Plan: T- IKA/IKA-R/IKA-R1/IKA-R2/IKAB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IKE Title

Description: Promotion, Retention and Acceleration of Students

Rationale: Addresses Charter School Operation

Replacement Plan: T- IKE/T-IKE-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IKF-R Title

Description: Additional Physical Education Credit

Rationale: Addresses Charter School Operation

Replacement Plan: T-IKF-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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Statute or Policy ILB/ILBA

Title
Description: District Program of Assessments

Rationale: Addresses Charter School Operation

Replacement Plan: T- IL/ILB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IMB

Title
Description: Teaching about Controversial/Sensitive Issues

Rationale: Addresses Charter School Operation

Replacement Plan: T- IMB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JBE-R

Title
Description: Organizational Options for Parent Organizations

Rationale: Addresses Charter School Operation

Replacement Plan: T- JBE-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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Statute or Policy JC/JC-R Title
Description: School Attendance Area

Rationale: Addresses Charter School Operation

Replacement Plan: T- JC/JC-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JF Title
Description: Admissions and Denial of Admissions

Rationale: Addresses Charter School Operation

Replacement Plan: T- JF/JF-E/JFAB/JFAB-R/JF-2

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JH/JH-R Title
Description: Student Absences and Excuses

Rationale: Addresses Charter School Operation

Replacement Plan: T- JH/JH-R/JH-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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Statute or Policy JICA Title
Description: Student Dress

Rationale: Addresses Charter School Operation

Replacement Plan: T- JICA/JICA-R1/JICA-R2

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JICG Title
Description: Use of Tobacco by Students

Rationale: Addresses Charter School Operation

Replacement Plan: T- JICG/JICG-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JICH/JICH-R Title
Description: Substance Abuse by Students

Rationale: Addresses Charter School Operation

Replacement Plan: T- JICH/JICH-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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Statute or Policy JICI

Title
Description: Weapons in School

Rationale: Addresses Charter School Operation

Replacement Plan: T- JICI

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JII/JII-E

Title
Description: Student Concerns, Complaints and Grievances

Rationale: Addresses Charter School Operation

Replacement Plan: T- JII/JII-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JJ-1/JJ-2/JJ-R

Title
Description: Student Activities

Rationale: Addresses Charter School Operation

Replacement Plan: T- JJ-1/JJ-2/JJ-1,2-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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Statute or Policy JF/JJF-R Title
Description: Student Activity Funds

Rationale: Addresses Charter School Operation

Replacement Plan: T- JJF/JJF-E/JJF-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JK/JK-R Title
Description: Student Discipline

Rationale: Addresses Charter School Operation

Replacement Plan: T- JK/JK-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JKD/JKE Title
Description: Suspension/Expulsion of Students

Rationale: Addresses Charter School Operation

Replacement Plan: T- JKD/JKE/JKE-E/JKE-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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Statute or Policy JQ/JQ-E/JQ-R

Title
Description: Student Fees, Fines and Charges

Rationale: Addresses Charter School Operation

Replacement Plan: T- JQ/JQ-E1/JQ-E2/JQ-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy KDDA

Title
Description: *Press Releases, Conferences and Interviews*

Rationale: Addresses Charter School Operation

Replacement Plan: T- KDDA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy KEC/KEF/KEC-R/KEC/E

Title
Description: Public Concerns/Complaints about Instructional Resources/Public concerns/complaints about Teaching Methods, Activities or Presentations

Rationale: Addresses Charter School Operation

Replacement Plan: T- KEC/KEF/KEC-E/KEC -R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

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Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy KF/KF-E/KF-R Title
Description: Community Use of School Facilities

Rationale: Addresses Charter School Operation

Replacement Plan: T- KF/KF-E/KF-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy KHA Title
Description: Public Solicitations in Schools

Rationale: Addresses Charter School Operation

Replacement Plan: T- KHA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy KHB Title
Description: Advertising and Sponsorships

Rationale: Addresses Charter School Operation

Replacement Plan: T- KHB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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Statute or Policy KHB-R Title
Description: Advertising and Sponsorships

Rationale: Addresses Charter School Operation

Replacement Plan: T- KHB-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy KHC/KHC-E Title
Description: Distribution/Posting of Promotional Materials

Rationale: Addresses Charter School Operation

Replacement Plan: T- KHC/KHC-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy KHC-R Title
Description: Distribution Materials

Rationale: Addresses Charter School Operation

Replacement Plan: T- KHC-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

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22-9-106 **Local Boards of Education - duties Section from Certificated Personnel Evaluations**

Rationale: Waiver is requested because TPCA will employ a compensation program and evaluation system of its own design, different in many respects from the District's system of evaluation. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: TPCA will conduct formal annual teacher evaluations, with the Executive Director, Board and certain parents assuming specific responsibilities in the evaluation process. The evaluations will vary in important elements from those used by the District, and will antecede contract renewal discussions and/or the awarding of performance based bonuses.

Expected Outcome: An evaluation form and process is in place.

22-32-109(1)(f) **Employing Personnel and Fixing Compensation**

Rationale: Waiver is requested because TPCA will hire its own personnel and establish its own salary schedule. TPCA will comply with all statutory requirements concerning equal employment opportunities and hiring practices, as well as laws regarding background checks of applicants. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be eligible for automatic waiver status per 2217-R-3.06(b).

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: With the assistance of its Administrator, TPCA shall hire and compensate personnel using 'at-will' employment contracts.

Expected Outcome: TPCA has successfully hired personnel for all positions. The only exception is the position of special education teacher, whose hiring is mutually agreed upon with the district as stipulated in the Contract. Copies of employment contracts for teachers and administrators, as well as the current salary schedule, are available in

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policy on our website. Policies regarding hiring practices by the Academy are: T-GDA, T-GCB, T-GCBA, T-GCBB, T-GCBC, T-GDBA, T-GCE, T-GCF, T-GCD

22-32-110(1)(h) Discharge of Personnel

Rationale: Waiver is requested because TPCA will establish its own employment practices, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney retained by TPCA. Policy T-GCBA and T-GDA specifies dismissal provisions.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into individual contract. Each contract provides all parties to the contract the flexibility to terminate the contract, given two week's notice. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-32-126 Principals, Employment and Authority

Rationale: 'Waiver is requested because TPCA has employed its own Executive Director and has determined the qualifications and duties of the position, consistent with criteria specified in the Contract and policies. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The Board of Directors will be responsible for hiring the Executive Directors and delineating duties and communicating them through the job description.

Expected Outcome: TPCA has selected and hired its Executive Director. The Academy's Contract with the District describes in detail the criteria which will be

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employed in selecting an Executive Director. A copy of the Executive Director's Contract and Job Description is attached. Reference policies T-GCA, T-GCAB

22-63-201 Employment-License Required- Exception

Rationale: Waiver is requested because TPCA may wish, in certain limited circumstances, to employ qualified, non licensed personnel. However, it is the express intention of the TPCA Board to consider licensed applicants first. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.
Plan: The success of the Academy will depend primarily in its ability to attract and retain excellent teachers. TPCA seeks the flexibility to make appropriate hiring decisions, in order to promote its rigorous academic goals. Therefore, with the granting of this waiver, TPCA will select, employ and provide professional development for its teachers and staff, in accordance with the terms and conditions set forth in its Contract with the District.

How the Impact of the Waiver will be Evaluated: Implemented policy T-GCFC that regulates the hiring of non-licensed personnel. This policy has enabled TPCA to employ individuals, which compliment and enhance the education of TPCA students.

22-63-202 Employment Contracts

Rationale: Waiver is requested because TPCA will establish its own employment contracts, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policies T-GCBA and T-GCBB specify the nature of the employment contracts.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into an individual contract. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-63-203 Renewal of Contract

Rationale: Waiver is requested because TPCA will establish its own employment contracts, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policies T-GCBA and T-GCBB specify the nature of the employment contracts. Renewal and non-renewal of contracts is at the sole discretion of the TPCA Board of Directors.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into an individual contract. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-63-206 Transfer of Teachers and Salary Adjustments

Rationale: Waiver is requested because TPCA reserves the right to transfer teachers to different assignments within the Academy, as the Academy Board deems appropriate. Adjustments to salaries, when deemed appropriate by the Executive Director and the Board of Directors, will occur and are further subject to constraints imposed by year to year contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado
Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

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How the Impact of the Waiver will be Evaluated: The TPCA Board and the District agree that the District will not transfer teachers or other staff to or from the Academy. Similarly, the Contract with the District acknowledges that the ability to transfer teachers to different assignments within the Academy is a right reserved to the TPCA Board and/or the Academy Executive Director. Salaries are defined in a salary schedule adopted by the Academy Board, and can only be modified by Board action.

Expected Outcome: Any changes in teacher assignment whether transfers or additional job requirements have been approved by the TPCA Board and salary adjustments have been made as necessary.

22-63-301 Grounds for Dismissal

Rationale: Waiver is requested because TPCA will establish its own employment practices, including the ability to enter into and void employment contracts. All employees serve under "at will" employee contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policy T-GCBA and T-GDA specifies dismissal provisions.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into individual contract. Each contract provides all parties to the contract the flexibility to terminate the contract, given two week's notice. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2

22-63-302 Procedures for Dismissal

Rationale: Waiver is requested because TPCA will establish its own employment practices, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policy T-GCBA and T-GDA specifies dismissal provisions.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into individual contract. Each contract provides all parties to the contract the flexibility to terminate the contract, given two week's notice. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

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22-63-401 Employment-Certificate Required

Rationale: Waiver is requested because TPCA will, in consultation with its Executive Director, make its own employment decisions, including, in certain limited circumstances, the employment of qualified, non certificated personnel. However, it is the express intention of the TPCA Board to consider certificated applicants first. TPCA will further decide such issues as the dismissal of its teachers. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The TPCA Board, in consultation with the Academy Executive Director, and as defined in its Contract with the District, will make all relevant decisions with respect to hiring, retention and dismissal of teachers.

Expected Outcome: In each of the first three years there has never been more then 10% of the teaching staff that is non-certified. All of these teachers had degrees and years of teaching experience. Some were in the process of becoming certificated

22-63-402 Service – Disbursements

Rationale: Waiver is requested because TPCA will establish its own employment practices, with regard to compensation of teachers, whether certified or not, for services rendered pursuant to their contract agreement. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: Every teacher employed by TPCA will be compensated per the contract agreement.

22-63-403 Payment of Salaries

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Rationale: Waiver is requested because TPCA will establish its own employment practices, with regard to compensation for teachers when their employment contract is terminated by either party. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: When a teacher's employment contract is terminated by either party, the teacher will be entitled to their pro rata share of the salary pursuant to said contract for the period during which services were performed.

22-1-110 Controlled Substance Use Curriculum

Rationale: Waiver is requested because TPCA will include in its curriculum TPCA Board approved instruction regarding substance abuse. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: The TPCA Community will choose its own curriculum and appropriate grade level of instruction.

22-7-207 School Building Advisory Committees

Statute Wording: In addition to any other duties and powers provided for by law, the school advisory council for each school building in the state shall make recommendations to the chief executive officer of the school relative to the prioritization of expenditures of school district moneys by such school. In addition, a copy of such recommendations shall be sent to the accountability committee of the school district and to the board of education of such school district. The chief executive officer shall consider such recommendations made by the school advisory council in formulating budget requests to be presented to the board of education.

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Rationale: Waiver is requested because TPCA will budget its own Capital Reserve. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: The TPCA Board of Directors will plan for both long and short term needs.

22-24-105 English Language

Rationale: Waiver is requested because Twin Peaks Charter Academy (TPCA) will consider each student whose dominant language is not English on an individual basis. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: TPCA shall provide suitable instructional programs for all students whose dominant language is not English on a case by case basis. Reference TPCA policy T-IHBEA.

22-32-109(1)(b) Adopting Policies and Prescribing Rules and Regulations

Rationale: Waiver is requested because Twin Peaks Charter Academy (TPCA) intends to adopt its own policies for the appropriate administration of the Academy. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

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Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The TPCA Board hires its own qualified Executive Director, employing criteria specified in its Contract with the District. TPCA, in consultation with its Executive Director, shall further determine what policies and regulations are appropriate and necessary for its operation and governance, provided these are consistent with the terms of the Contract and state law, and shall enact and implement the same.

Expected Outcome: The TPCA Board, Committees, and Executive Director have joined together to write replacements for all waived policies. A complete copy of all replacement policies has been provided to SVVSD and is included in the Appendix of this waiver request.

22-32-109(1)(n)(I) and
22-32-109(1)(n)(II) Establishing a School Calendar for the District

Rationale: Waiver is requested because TPCA has determined its own school calendar, using the District's calendar as a model, and conforming to it whenever possible. TPCA will observe all official District holiday and weather related school closings, and adhere to statutory requirements for minimum hours of attendance. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: By establishing a separate school calendar, TPCA anticipates an increase in the number of hours spent in the classroom, as compared to the SVVSD. The Academy will typically observe the same holiday and weather related school closings as the rest of the District. The Academy reserves the right to determine its own in service scheduling, which will vary from the District's schedule. TPCA Board will approve the school calendar each school year.

Expected Outcome: A school calendar has been established each year and an increase in classroom hours has been achieved. The policy regarding TPCA school calendar is T-IC/ICA which can be found on our website.

22-32-109(1)(t) Determination of Educational Program

Rationale: Waiver is requested because TPCA will establish its own curriculum and educational program which will, as the Colorado Charter School Act mandates, meet or exceed the content standards of the District. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: TPCA has selected the Core Knowledge curriculum developed by E.D. Hirsch, as well as skills program and appropriate supplemental materials. The Curriculum Committee, a standing committee of the TPCA Board, is charged with selecting, reviewing, monitoring, and recommending any curriculum changes to the Academy Board.

Expected Outcome: The Curriculum Committee and Academy Board have continued evaluation of the curriculum, additions and changes have been recommended and approved, as appropriate. Policies regarding curriculum issues are: T-IE, T-IFC, T-IGA, T-IGA-R, T-IGD, T-IGF, T-IHA, T-IHAM, T-IHAMB, T-IHAMC, T-IHBC, T-IHCA, T-IHCA-R, T-IIB, T-IIB-R, T-IJ, T-IJJ, T-IJJ-R, T-IJK-R, T-IJL-R, T-IJNA, T-IJOC, T-IJOE, T-IKA, T-IKA-R, T-IKAB, T-IKE, T-IKE-R, T-IKACA, T-IL, T-ILB, T-IMB, which can be found on our website.

22-32-109(1)(w) Policies and Regulations Regarding Student Conduct, Welfare, Etc.

Rationale: Waiver is requested because TPCA has established its own policies regarding student conduct, welfare, discipline and study, referring to the District's policies as guidelines. In its Contract with the District, TPCA was granted the authority to establish such policies, as well as the ability to suspend and dismiss students from the Academy. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: TPCA has established its own discipline policies and procedures. The Board believes it has the responsibility to

ensure that discipline is maintained and that distractions to the learning process are kept to a minimum. The student code of conduct designed to promote the Academy's educational goal has been implemented in the third year. Reference TPCA policies T-JK, T-JK-R, T-JKD/JKE, T-JKD/JKE-E, and T-JKD/JKE-R.

Expected Outcome: As a result of the student code of conduct there is in place a tracking system for all discipline and work habit incidences. Quarterly data will pinpoint areas of concern regarding specific discipline problems.

22-32-110(1)(k) Policies and Regulations Regarding Employee Training

Rationale: Waiver is requested because TPCA will establish its own policies regarding employee welfare, in-service training, professional growth, official conduct, etc. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: All teachers are expected to attend and participate in school provided staff development, encouraged to seek other professional growth opportunities that interest them and share this with others.

Expected Outcome: The TPCA budget has provided money for Staff Development. Teachers have been to many varied conferences in the first three years such as National Core Knowledge Conference (all three years), computer classes, St. Vrain Music Teachers, Social Studies Conference, English Conference, National Parapro Conference, CPR, First Aid, as well as on-site Core Knowledge training.

22-32-110(1)(bb) Reporting the Defectiveness of a Student

Rationale: Waiver is requested because TPCA will establish its own policies regarding the reporting of mental, moral and physical defectiveness of any child at TPCA. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

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Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: A teacher will report any mental, moral and physical defectiveness to the TPCA Executive Director who will then make the proper contact with parents/guardians and provide any necessary referrals. The Executive Director will notify the TPCA Board of any such circumstances.

22-32-116.5 Extracurricular and Interscholastic Activities

Rationale: Waiver is requested because TPCA can not allow other public school or home schooled students to attend TPCA for extracurricular or interscholastic activities unless district funding is provided. (see contract for wording). The district will not make any student placements unless the TPCA Board has voted to allow placement. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: Because of funding limits and class size specification it is difficult to enroll students on a part-time basis.

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EXHIBIT B

RECRUITMENT OUTREACH PLAN

STUDENT RECRUITMENT PLAN 2012 - 2013

GOAL

Twin Peaks Charter Academy is committed to the goal of recruiting, enrolling and retaining a student population that will mirror and be reasonably representative of the "at risk" grades in the K-12 student population in the St.Vrain School District attendance area it serves, which is currently approximately 48%.

Advertisements & Communications

1. The student recruitment, advertisement materials and parent communications will be directed toward populations that could be considered "at risk".
   These populations will include;
   - Academically low-achieving students who may or may not be free/reduced lunch eligible students
2. There will be reduced or no fees required upon registration for students or families who qualify/are eligible.

Goal	Activities	Persons Responsible	Timeline
Recruitment of "at risk" students for Grades K – 12.	▪ Recruitment mailings/ads will be in English & Spanish regarding student openings for TPCA ▪ Provide enrollment presentations at TPCA in English & Spanish through a translator. ▪ Conduct a neighborhood walk(s) to distribute materials in new school area adjacent to Sunset Campus	Marketing Committee Principal Assistant Principal Registrar Dean of Students	August 10 January 2013 Jan – March 2013 January 2013

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Parent involvement

Twin Peaks Academy recognizes that parents need to be partners in their children's education. In order for children to reach higher levels of academic success, TPCA believes that parent support and involvement within the school organization and their child's classroom greatly increases the probability of this higher level of academic achievement being attained.

Goal	Activities	Person Responsible	Timeline
Recruitment of Highly Qualified Diverse Staff Recruit and retain highly qualified diverse staff within the school organization		Faculty Advisory Principal	May – July

Goal	Activities	Person Responsible	Timeline
Support parents who may need resources and referral services on housing, health care, after-school and daycare services.	▪ When and where feasible, recruit and retain bi-lingual staff to support and communicate with families or students during conferences and school related activities. - UNC & CSU Teacher Recruitment Fairs	B.O.D. Principal Faculty Adv. Comm.	August 10 March – April 2013
	▪ Coordinate Before & After-School Day Care with YMCA Effective the Fall of 12/13 (program to be self-sufficient)	BOD/Principal Assistant Principal Registrar/Counselor	August 10 Aug. 2012 – May 2013
	▪ Provide a Student Services Title X coordinator who will support families with on-going resource and referral services for all active parents.		

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EXHIBIT C

ENROLLMENT PROCEDURES

This represents current TPCA policy and may be amended as necessary by the Twin Peaks Board of Directors.

File: T-JFAB

Admission of Students

1) Order of Enrollment Preference
   a) Waiting lists will be activated when enrollment levels fall below levels as specified in T-IIB.

   b) The first preference is for students presently attending Twin Peaks Charter Academy. Students will be allowed to re-enroll for the following school year provided the parent contract has been upheld and the student is in good standing with Twin Peaks Charter Academy. Parents must affirm their desire to re-enroll their child(ren) each spring by the date published.

   c) The second preference is for siblings of children already enrolled, with the exception of any sibling who previously declined enrollment, or has withdrawn from the waiting list of Twin Peaks Charter Academy. Any sibling offered a position in the first semester, must enroll or forfeit their position, and are then subject to general lottery entry rules. If offered a position in the 3rd quarter, the sibling may decline to enroll, yet retain their sibling list order for the following school year. However, an enrollment position is not guaranteed to be available the following school year. Parents must affirm their desire to re-enroll their child(ren) each spring by the date published.

   d) The third preference is for children of all full and part-time TPCA staff employees. *Employees having completed 5 years of continuous service may maintain their staff preference, for student enrollment, provided that their termination of employment is voluntary.* Parents must affirm their desire to re-enroll their child(ren) each spring by the date published.

2) The fourth preference is for children who enter through the annual lottery.

3) No placements for middle school or high school may take place in the second semester.

4) K-5 enrollment may take place through the 3rd quarter. No new placements will be done in the 4th quarter.

5) The Board may through specific action temporarily overturn these restrictions if deemed necessary for the financial stability of TPCA. Enrollment for each grade will cut off when maximum classroom size is achieved.

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Cross Ref: T-JC
T-JC-R
T-IIB
Approved: November 29, 1999
Revised February 15, 2001
Revised April 11, 2002
Revised October 27, 2005
Revised January 05, 2012

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EXHIBIT D

~~SCHOOL GOALS AND OBJECTIVES~~UNIFIED IMPROVEMENT PLAN

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Reading Goal 1: Percent Proficient and Advanced

- 82% of Elementary (grades 3-5) will perform at the proficient & advanced levels on the TCAP in Reading
- 85% of Middle School (grades 6-8) will perform at the proficient and advanced levels on the TCAP in Reading

Reading Goal 1B: Growth:

- More than 85% of students will show a gain in their TCAP Performance Index Score for grades 3-8

Writing Goal 2: Percent Proficient and Advanced

- 73% of Elementary (grades 3-5) will perform at the proficient and advanced levels on the TCAP in Writing
- 80% of Middle School (grades 6-8) will perform at the proficient and advanced levels on the TCAP in Writing.

Writing Goal 2B: Growth

- More than 85% of students will show a gain in their TCAP Performance Index Score for grades 3 – 8

Math Goal 3: Percent Proficient and Advanced

- 73% of Elementary (grades 3-5) will perform at the proficient & advanced levels on the TCAP in Math
- 78% of Middle School (grades 6-8) will perform at the proficient and advanced levels on the TCAP in Math

Math Goal 3B: Growth

- More than 85% of students will show growth on the TCAP Performance Index Score.

Rationale for Goals:

Goal percentages remain established on previous year's goals after an analysis of TCAP and internal Twin Peak benchmark assessment data. Upon reviewing past, current and future demographics growth, Twin Peaks Charter Academy is monitoring student learning as well as preparing TPCA staff for our changing instructional needs yet maintaining high expectations for all students attending Twin Peaks. With the implementation of Alpine Achievement starting in Fall of 2010, Accountability Committee will focus on understanding Alpine Achievement to examine our overall student achievement with the intent to progress monitor needed students within the school setting using internal TPCA benchmarks.

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EXHIBIT E

DISTRICT ACCREDITATION INDICATORS

School Performance Framework: In conducting its annual review of each school's performance, the District will consider the school's results on the School Performance Framework. The School Performance Framework measures a school's attainment on the four key performance indicators identified in the Education Accountability Act of 2009 (article 11 of title 22):

Academic Achievement: The Academic Achievement Indicator reflects how a school's students are doing at meeting the state's proficiency goal: the percentage of students proficient or advanced on Colorado's standardized assessments. This Indicator includes results from TCAP and COAlt(Reading, Writing, Math and Science), and Lectura and Escritura.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects 1) normative growth: how the academic progress of the students in this school compared to that of other students statewide with a similar TCAP score history in that subject area, and 2) adequate growth: whether this level of growth was adequate for the typical (median) student in this school to reach proficiency in three years or by the 10th grade, whichever comes first, as measured by the TCAP.

Academic Growth Gaps: The Academic Growth Gaps Indicator reflects the academic progress of historically disadvantaged student subgroups and students below proficient. It disaggregates the Growth Indicator into student subgroups, and reflects their normative and adequate growth. The subgroups include students eligible for Free/Reduced Lunch, minority students, students with disabilities (IEP status), English Language Learners, and students who scored at the below proficient level.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or jobs upon graduation. This Indicator reflects student graduation rates, dropout rates, and average Colorado ACT composite scores. Based on State identified measures and metrics, schools receive a rating on each of these performance indicators that evaluates if they have exceeded, met, approached, or not met the state's expectations. These performance indicators are then combined to arrive at an overall evaluation of a school's performance.

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EXHIBIT F

EDUCATIONAL PROGRAM CHARACTERISTICS

MISSION

Twin Peaks Charter Academy provides students with the foundations of virtue and character, building cultural literacy through a rigorous, content rich curriculum in an encouraging environment.

Our legacy; "*Academic Excellence*"

GUIDING PRINCIPLES

Twin Peaks Charter Academy relies on founding philosophies and guiding principles that are reviewed and updated periodically to steer and direct all decision making:

1. Academics are the focus of the Academy.

• Core Knowledge is the basis of our educational philosophy. We are dedicated to a content-rich curriculum based on the Core Knowledge sequence for K-8. The Classical Education high school builds on Core Knowledge with addition of rhetoric and college preparatory coursework.

• Reading is the foundation for all learning. We employ research based reading strategies, including a focus on the skills of phonemic awareness, systematic phonics, fluency, vocabulary, and comprehension.

• Reading and analyzing classic and historic literature at all levels of education are critical and necessary building blocks for developing articulate, contributing citizens.• Math is a fundamental skill. We believe in a balance between the memorization of math facts/basic skills and the development of number sense and problem solving skills. High school math builds on the K-8 developing critical thinking and logic skills necessary for college and life.

• Extracurricular activities and electives support academic growth. While we realize that extracurricular activities and electives should not take the place of the academic fundamentals, we believe that they enhance the educational experience of all students who wish to participate.

2. The Academy practices the traditional concept of teacher-led classes.

• Core Knowledge K-8 and Classical Education high school aligned with state standards dictates the curriculum, but not the teaching methodology.

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• It is expected that a teacher will use a wide range of teaching methodologies to meet the needs of different learning styles.

3. The Academy establishes high expectations for academics and behavior within a supportive environment.

• We believe that children will rise to the level of expectation that is placed upon them.

• Ultimately, it is real, concrete personal accomplishments that enhance good self-esteem. Therefore, we strive to offer students opportunities for true academic success through hard work and mastery of a broad and relevant curriculum. A strict grading scale and required homework are two strategies that reinforce these high expectations.

4. Character Education is essential in developing productive citizens in an ever changing world.

• The principles of good character are integrated into daily instruction and are the basis for conversations with students about behavioral choices.

5. Appropriate student discipline is necessary to ensure a learning environment that is free from disruptions.

• Teachers and students should be free to focus on classroom instruction and learning, not on a disruptive student.

• In keeping with the focus on academics and character education, the Academy has instituted a strict three-strike discipline policy, which both protects the classroom learning environment and sanctions students for inappropriate behavior.

6. Twin Peaks Charter Academy has instituted a student uniform dress code.

• The purpose of the student dress code is to reduce distractions and negative peer pressure among students. A K-8 uniform dress code and high school dress code help to create an environment which is conducive to learning and reinforces our strong discipline code.

7. Parents are an integral part of their child's education.

• Parents are the child's first teacher and know their child the best.

• Parents must assist their child in order for them to be successful in this rigorous academic environment.

• The parent contract is used to reinforce this principle.

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- Parent volunteers are welcomed and encouraged, at the direction of the teacher.
- Participation in committees and other volunteer opportunities are critical to the school's success.

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EXHIBIT G

PLAN FOR ENGLISH LANGUAGE LEARNERS

All students entering Twin Peaks Charter Academy complete the District Home Language Survey. Students coming from a District School have physical cumulative records forwarded to Twin Peaks and have shared Infinite Campus and Alpine Achievement information released to Twin Peaks. All students in grades K-8 and new students in Grades 9-12 are assessed with battery of benchmark assessments in order to determine proficiency in reading, writing and math. This information assists in course placement and identifying instructional support needs under a Response to Intervention process.

Twin Peaks Charter Academy implements full English immersion for English Language Learners within all the grade levels. Within each classroom, teachers provide sheltered instruction that is scaffolded to meet the academic needs of the identified student. This form of instruction can take the place in a whole group or small group or one-on-one setting in a variety of content areas with the classroom. Twin Peaks teaching staff utilizes a variety of high yield, research based strategies of instruction that support all learners, including the English Language Learner. Professional development is key and the continued use of student data or progress monitoring ensures that all students, including ELL students are making progress to toward desired outcomes.

Students who are not reading and/or writing at the determined level of proficiency, and/or are identified as Non-English Proficient or Limited English Proficient are supported through instructional contact with a qualified interventionist. This is in addition to support they receive from their classroom teacher.

All students who meet the criteria and who have been identified as English Language Learners, take the Comprehensive English Language Assessment. This information is reported to the District, principal and individual classroom teachers where Individual Literacy Plans are developed as needed or determined by the Colorado Basic Literacy Act.

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EXHIBIT H

ADDITIONAL SERVICES AGREEMENT

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