NOTICE OF REGULAR MEETING AND AGENDA

ST. VRAIN VALLEY SCHOOLS
academic excellence by design

June 26, 2019

Educational Services Center
395 South Pratt Parkway
Longmont, Colorado 80501

Joie Siegrist, 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 Ahrens, Secretary
Chico Garcia, Member
Dr. Richard Martyr, Member
Paula Peairs, Treasurer
Karen Ragland, Asst Secretary
Joie Siegrist, President
Robert J. Smith, Vice President

1. CALL TO ORDER:

5:30 pm May Financials
6:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. AUDIENCE PARTICIPATION:

4. VISITORS:

5. REPORTS:

1. District Financial Statements – May 2019

6. CONSENT ITEMS:

1. Approval: Approval of Waiver from Liability Requirements for Frederick High School Education Foundation
2. Approval: Approval of Waiver from Liability Requirements for Longmont High School Education Foundation
3. Approval: Approval of Waiver from Liability Requirements for Skyline High School Education Foundation
4. Approval: Second Reading, Adoption, Board Policies DJ/DJA – Purchasing/Purchasing Authority; DJCA*-R – Purchasing Procedures; and DJE – Procurement Procedures
5. Approval: First Reading, Adoption, Board Policies EHC* – Safeguarding Personal Identifying Information (new); IHBEA – English Language Learners; IKA – Grading/ Assessment Systems; JF-E – Admission and Denial of Admission; JFABE* – Students in Foster Care; JFABE*-R – Students in Foster Care; JH – Student Absences and Excuses; JJJ – Extracurricular Activity Eligibility; JQ – Student Fees, Fines and Charges; and KE – Public Concerns and Complaints
6. Approval: Second Reading, Adoption, Board Exhibit JQ-E – Schedule of Student Fees
7. Approval: Approval of Architect Selection for Frederick High School Addition & Renovation Project
8. Approval: Approval of Change Order 8 to Construction Manager/ General Contractor (CMGC) Contract for Erie High School Addition & Renovation Project
9. Approval: Approval of Contract for IT Service Management Solution
10. Approval: Approval of Vendors for the Purchase of Surplus Technology Products

NOTICE OF REGULAR MEETING AND AGENDA

ST. VRAIN VALLEY SCHOOLS
academic excellence by design

June 26, 2019

Educational Services Center
395 South Pratt Parkway
Longmont, Colorado 80501

Joie Siegrist, 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 Ahrens, Secretary
Chico Garcia, Member
Dr. Richard Martyr, Member
Paula Peairs, Treasurer
Karen Ragland, Asst Secretary
Joie Siegrist, President
Robert J. Smith, Vice President

7. ACTION ITEMS:

1. Recommendation: Approval of Contract for Aspen Ridge Preparatory School
2. Recommendation: Approval of Contract for Carbon Valley Academy
3. Recommendation: Approval of Contract for Flagstaff Academy
4. Recommendation: Approval of Contract for Imagine Charter School
5. Recommendation: Approval of Contract for St. Vrain Community Montessori School
6. Recommendation: Approval of Contract for Twin Peaks Charter Academy
7. Recommendation: Adoption of Superintendent's Budget, All Funds, for FY 2020
8. Recommendation: Approval of Vendors Providing Purchased Services Over $100,000 for FY 2020
9. Recommendation: Approval of Vendors Providing Purchased Goods Over $100,000 for FY 2020
10. Recommendation: Approval of List of Requests to Grant Exception to Board Policy GBEA – Staff Ethics/Conflict of Interest for FY 2020
11. Recommendation: Adoption of Resolution and Oath for the Appointment of Designated Election Official
12. Recommendation: Approval of the Official Notice of Intent for SVVSD to Participate in the November 5, 2019 Coordinated Election
13. Recommendation: Approval of Vehicle Lease Buyout of Driver's Education Vehicles
14. Recommendation: Approval of Urban Renewal Authority Intergovernmental Agreement with the Town of Lyons – Eastern Corridor

8. DISCUSSION ITEMS:

1. Board Reports

9. ADJOURNMENT:

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

Wednesday, August 14 6:00 pm Regular Meeting

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: District Financial Statements – May 2019

PURPOSE

To provide the Board of Education with monthly financial reports.

BACKGROUND

Colorado Revised Statute (C.R.S.) 22-45-102(1)(b)(I-IV) requires the Board of Education to review the financial condition of the school district at least quarterly during the year. In addition to first and second quarter reports, the District has elected to present monthly financial statements during the remainder of the year.

At the work session prior to this Board meeting, information related to the May 2019 monthly financial statements will be provided to the Board in compliance with all aspects of Colorado Revised Statutes.

ST. VRAIN VALLEY SCHOOLS

academic excellence by design

May 2019
Monthly Financial Report

"The community is the foundation of our school system. Working together we can give our children expanded opportunities in safe, high performing 21st century schools."

Don Haddad, Ed.D., Superintendent

395 South Pratt Parkway • Longmont CO • 80501-6436

St. Vrain Valley School District RE-1J
Financial Executive Summary
For the period July 1, 2018 to May 31, 2019
Note: The detailed financial statements are an integral part of this summary.

Fund	PDF page	B/S	A2A	B2A	Notes
Governmental Funds including General Fund, Major & Non-Major Funds, & Special Revenue Funds . . .					
General Fund	6 7 8-9	●	●	●	CY Taxes "A/R" & "D/R" 20% or $7.5m increase due to large abatements. CY "prepaid exp" $416k increase related to technology lease. CY "inventories" 58% increase primarily due to (new) Ops inventory. CY "invest inc" $995k increase due to improved rates, higher invested bal. CY "chgs for svc" $796k increase due to timing of CPP tuition payments. CY "misc" $3.4m increase due to sale of 'retired' iPads, e-rate, O&G royalties. CY "equalization" $1.3m decrease due to increased assess property val. CY "Voc Ed" & "oth state sources" increase due to increased funding. CY "sal/bene" account for $15.6m of $24.6m overall expenditure increase. CY "cap outlay" & "debt svc" $8.6m increase due to technology leases. Based on passage of time, 92% through the fiscal year. CY "cap outlay" exceeds budget but expend overall well within.
Colo Preschool	10-11	n/a	n/a	●	CY "purch svc" increase due to timing of tuition payments. CY "supplies" increase due to increased participation in CACFP.
Risk Management	13-15	n/a	●	●	PY "misc" revenue includes close out of NoCo insurance pool. CY "purch svc" increase due to higher premium, coverage.
Bond Redemption	18-19	n/a	n/a	●	CY increase of debt principal to frontload LT payments & save taxpayers money.
Building	20-21	n/a	n/a	●	Issued $200m of the $260m 2016 voter authorized bonds in Dec'16 and the remaining $60m in Oct'18.
Capital Reserve	23-25	n/a	●	●	CY "alloc from Gen Fund" includes $4m one-time transfer in January. CY increase in "misc rev" due to mobile lab donations.
Comm Education	27-29	n/a	●	●	CY "grants/awards" rev & exp changes primarily due to timing of awards vs spending. CY "C/S central office" exp increase due to tech purchases. CY "central facility use" costs increase due to MSB reno. May early pay Drivers Ed lease.
Fair Contributions	30-31	n/a	n/a	●	PY land improvements at new Grand View (F'rick) & Soaring Hghts PK8 (Erie). CY increase in "cash in lieu" due to increase in building permits.
Grants	33-35	n/a	●	●	CY "grants receivable" $1.3m decrease due to timing of requests for funds.
Nutrition Services	36-39	●	▲	▲	Continuing to monitor closely although CY expenditures are w/in budget.
Student Activity (23)	41-43	n/a	●	●	CY PTO/Booster gifts increase primarily at elementary level. CY athletics expenditure increase primarily due to track resurfacing.
Proprietary Fund, the District's only internal service fund . . .					
Self Insurance	46-49	●	●	●	So far, it appears to be a more 'favorable' claim year than years' past.
Fiduciary Funds . . .					
Student Activity (74)	n/a	n/a	●	●	At June 30, 2018, the District closed Fund 74. The FY19 budget was re-adopted in Dec'18 to reflect a $0 budget. No statements will be present in CY.
Student Scholarship	52-53	n/a	n/a	●	Transfer of scholarships to Educ Foundation expected by June 30.
Other financial information . . .					
Investments	55	●	n/a	n/a	Earned $162k more investment income in May'19 compared to May'18.

LEGENDS:		
To be reviewed w/ BOE	●	No issues or concerns; operating w/in expectations
Non-talking point	▲	Matters of slight concern; monitoring closely
	⬢	Major issue or concern; requires immediate attention or action

St. Vrain Valley School District RE-1J

Financial Executive Summary (continued)

For the period July 1 to May 31

Note: Not all funds have been included in the summary shown below.
The detailed financial statements are an integral part of this summary.

	FY18 Actual to Date	FY18 % of Budget	FY19 Actual to Date	FY19 % of Budget
General Fund				
Revenues	$ 243,361,944	85%	$ 256,852,532	83%
Expenditures	250,161,218	85%	274,778,690	87%
Transfers	(31,192)	n/a	2,743,210	100%
Net change in fund balance	(6,830,466)		(15,182,948)	
Beg fund balance	107,386,605		113,932,789	
End fund balance	100,556,139		98,749,841	
Liabilities	56,581,221		65,090,853	
Total liabilities and fund balance	$ 157,137,360		$ 163,840,694	
Assets	$ 157,137,360		$ 163,840,694	
Colorado Preschool Program Fund				
End fund balance	$ 1,061,742		$ 706,893	
Risk Management Fund				
Change in fund balance	$ 1,545,537		$ 1,156,540	
End fund balance	$ 4,184,168		$ 7,122,957	
Building Fund				
Expenditures	$ 83,246,625	52%	$ 37,059,500	27%
Other Sources (Uses)	-	n/a	63,755,401	100%
End fund balance	$ 122,119,897		$ 131,054,712	
Capital Reserve Fund				
Change in fund balance	$ 1,847,950		$ 3,075,219	
End fund balance	$ 8,390,413		$ 10,789,408	
Community Education Fund				
Net change in fund balance	$ 979,599		$ 914,321	
End fund balance	$ 3,697,716		$ 4,242,690	
Fair Contributions Fund				
End fund balance	$ 6,605,594		$ 7,374,261	
Grants Fund				
Grants receivable	$ 3,540,568		$ 2,229,646	
Nutrition Services				
Revenues	$ 9,550,617	99%	$ 9,661,910	97%
Expenditures	9,114,179	92%	9,416,084	92%
Change in fund balance	436,438		245,826	
Beg fund balance	2,456,760		2,321,501	
End fund balance	$ 2,893,198		$ 2,567,327	
Student Activity (Special Rev)				
End fund balance	$ 5,876,483		$ 6,286,633	
Self Insurance Fund				
Change in net position	$ (345,787)		$ 2,403,034	
Beg net position	4,655,510		4,447,290	
End net position	$ 4,309,723		$ 6,850,324	

FUND ACCOUNTING

The District uses funds to report its financial position and changes in financial position. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts.

Funds are classified into three categories: governmental, proprietary, and fiduciary. Each category, in turn, is divided into separate "fund types".

Governmental funds are used to account for all or most of a government's general activities, including the servicing of long-term debt (debt service fund), the construction of new schools (capital projects fund), and the collection and disbursement of earmarked funds (special revenue funds). The District's governmental funds consist of the following: *General Fund*; *Colorado Preschool Program Fund* and *Risk Management Fund*, both sub-funds of the General Fund; *Bond Redemption Fund; Building Fund; Capital Reserve Capital Projects Fund;* and five special revenue funds, including the *Government Designated-Purpose Grants Fund*.

Proprietary Funds focus on the determination of the changes in net assets, financial position, and cash flows and are classified as either enterprise or internal service. Enterprise funds may be used to account for any activity for which a fee is charged to external users for goods or services. The District does not have an enterprise fund. Internal service funds account for the financing of services provided by one department to other departments of the District on a cost reimbursement basis. The District's only internal service fund is the *Self Insurance Fund*.

Fiduciary Funds' reporting focuses on net assets and changes in net assets. The fiduciary fund category is split into four classifications: pension trust funds, investment trust funds, private-purpose trust funds, and agency funds. Trust funds are used to account for assets held by the District under a trust agreement for individuals, private organizations, or other governments and are therefore not available to support the District's own programs. The *Student Scholarship Fund* is the District's only trust fund. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations. The District's no longer has an agency fund.

GOVERNMENTAL FUNDS

General Fund

The General Fund is the District's general operating fund and is used to account for all financial transactions except those required to be accounted for in another fund. Major revenue sources include local property taxes, specific ownership taxes, and State of Colorado equalization funding, as determined by the School Finance Act of 1994, as amended. Expenditures include all costs associated with the daily operation of the schools, except for programs funded by grants from federal and state governments, school construction, certain capital outlay expenditures, debt service, food service operations, extracurricular athletic and other pupil activities, and insurance transactions.

The Colorado Preschool Program Fund is reported as a sub-fund of the General Fund. Moneys allocated to this fund from the General Fund are used to pay the costs of providing preschool services directly to qualified at-risk children enrolled in the District's preschool program pursuant to C.R.S. 22-28-102.

The Risk Management Fund is also a sub-fund of the General Fund. Moneys allocated to this fund from the General Fund are used to account for the payment of loss or damage to the property of the District, workers' compensation, property and liability claims, and the payment of related administration expenses.

St. Vrain Valley School District RE-1J
General Fund (10)
Balance Sheet (Unaudited)
As of May 31,

	2018	2019	
Assets			
Cash and investments	$ 119,305,697	$ 117,770,392	
Accounts receivable	19,400	10,104	
Taxes receivable	37,177,010	44,644,190	A
Deposits	-	150	
Prepaid expenditures	12,343	428,597	
Inventories	622,910	987,261	
Total assets	$ 157,137,360	$ 163,840,694	
Liabilities			
Accounts payable	$ 114	$ -	
Retainage payable	-	1,874	
Accrued salaries and benefits	10,597,452	11,114,152	B
Payroll withholdings	8,648,197	9,169,136	
Deferred revenues	37,335,458	44,805,691	A
Total liabilities	56,581,221	65,090,853	
Fund balances			
Nonspendable: inventories, deposits, prepaids	635,253	1,416,008	
Restricted: TABOR	9,056,970	9,886,636	
Restricted: special federal contract	2,574,361	3,177,133	
Committed: contingency	6,037,980	6,591,091	
Committed: BOE allocations	9,995,186	10,577,852	
Assigned: Mill Levy Override	36,798,141	44,396,663	
Assigned: current year obligations	11,599,577	10,354,915	
Unassigned	23,858,671	12,349,543	
Total fund balance	100,556,139	98,749,841	
Total liabilities and fund balance	$ 157,137,360	$ 163,840,694	

Footnote

A On January 1, when property taxes are levied, the District records property taxes receivable and a corresponding deferred revenue. As taxes are collected, the District reduces the receivable and deferred revenue and records the tax revenue.

B The District is accruing salaries and benefits of employees whose contracts run from Aug 1 to Jul 31. The accrual rate is 1/11 of the contract amount per month. As of June 30, the District will have accrued the full amount of salaries and benefits payable.

St. Vrain Valley School District RE-1J
General Fund (10)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to May 31

		FY18 July - May Actual	FY19 July - May Actual	Dollar Variance	Percent Variance
1	**Revenues**				
2	Local				
3	Property taxes	$ 61,983,384	$ 62,172,897	$ 189,513	0.31%
4	Specific ownership taxes	9,671,543	10,405,741	734,198	7.59%
5	Mil levy override	32,523,371	33,219,682	696,311	2.14%
6	Investment income	1,271,522	2,266,312	994,790	78.24%
7	Charges for service	5,494,959	6,290,717	795,758	14.48%
8	Miscellaneous	2,834,461	6,186,665	3,352,204	118.27%
9	Total local revenues	113,779,240	120,542,014	6,762,774	5.94%
10	State				
11	Equalization, net	115,180,304	121,034,576	5,854,272	5.08%
12	Special Education	5,658,491	5,899,394	240,903	4.26%
13	Vocational Education	729,600	977,971	248,371	34.04%
14	Transportation	1,875,500	2,047,297	171,797	9.16%
15	Gifted and Talented	298,730	304,458	5,728	1.92%
16	English Language Proficiency Act	1,605,224	1,650,202	44,978	2.80%
17	BEST grant	-	-	-	N/A
18	Other state sources	1,043,146	1,223,339	180,193	17.27%
19	Total state revenues	126,390,995	133,137,237	6,746,242	5.34%
20	Federal				
21	BOCES	16,785	12,472	(4,313)	-25.70%
22	Build America Bond Rebates	1,421,930	1,428,019	6,089	0.43%
23	Other federal sources	1,752,994	1,732,790	(20,204)	-1.15%
24	Total federal revenues	3,191,709	3,173,281	(18,428)	-0.58%
25	Total revenues	243,361,944	256,852,532	13,490,588	5.54%
26	**Expenditures**				
27	Salaries	148,322,836	158,844,213	10,521,377	7.09%
28	Benefits	48,197,350	53,294,117	5,096,767	10.57%
29	Purchased services	12,612,562	13,660,100	1,047,538	8.31%
30	Supplies and materials	15,344,382	14,921,181	(423,201)	-2.76%
31	Other	673,661	765,582	91,921	13.64%
32	Allocation to charter schools	24,613,891	24,319,571	(294,320)	-1.20%
33	Capital outlay	396,536	4,828,559	4,432,023	1117.68%
34	Debt service	-	4,145,367	4,145,367	N/A
35	Total expenditures	250,161,218	274,778,690	24,617,472	9.84%
36	Excess (deficiency) of revenues				
37	over (under) expenditures	(6,799,274)	(17,926,158)	(11,126,884)	163.65%
38	**Other Financing (Uses)**				
39	Proceeds on capital lease	-	2,743,210	2,743,210	N/A
40	Transfer - Student Activities (Fund 23)	(31,192)	-	31,192	100.00%
41	Net change in fund balance	(6,830,466)	(15,182,948)	(8,352,482)	-122.28%
42	Fund balance, beginning	107,386,605	113,932,789	6,546,184	6.10%
43	Fund balance, ending	$ 100,556,139	$ 98,749,841	$ (1,806,298)	-1.80%

St. Vrain Valley School District RE-1J
General Fund (10)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2017 to May 31, 2018

		FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
1	**Revenues**				
2	Local				
3	Property taxes	$ 82,677,957	$ 61,983,384	$ (20,694,573)	74.97%
4	Specific ownership taxes	10,000,000	9,671,543	(328,457)	96.72%
5	Mil levy override	43,236,751	32,523,371	(10,713,380)	75.22%
6	Investment income	1,200,000	1,271,522	71,522	105.96%
7	Charges for service	5,488,705	5,494,959	6,254	100.11%
8	Miscellaneous	4,362,924	2,834,461	(1,528,463)	64.97%
9	Total local revenues	146,966,337	113,779,240	(33,187,097)	77.42%
10	State				
11	Equalization, net	125,437,426	115,180,304	(10,257,122)	91.82%
12	Special Education	6,176,641	5,658,491	(518,150)	91.61%
13	Vocational Education	1,056,873	729,600	(327,273)	69.03%
14	Transportation	1,875,500	1,875,500	-	100.00%
15	Gifted and Talented	298,730	298,730	-	100.00%
16	English Language Proficiency Act	1,605,224	1,605,224	-	100.00%
17	BEST grant	-	-	-	N/A
18	Other state sources	1,166,095	1,043,146	(122,949)	89.46%
19	Total state revenues	137,616,489	126,390,995	(11,225,494)	91.84%
20	Federal				
21	BOCES	28,804	16,785	(12,019)	58.27%
22	Build America Bond Rebates	1,421,930	1,421,930	-	100.00%
23	Other federal sources	1,276,034	1,752,994	476,960	137.38%
24	Total federal revenues	2,726,768	3,191,709	464,941	117.05%
25	Total revenues	287,309,594	243,361,944	(43,947,650)	84.70%
26	**Expenditures**				
27	Salaries	167,238,908	148,322,836	18,916,072	88.69%
28	Benefits	54,213,283	48,197,350	6,015,933	88.90%
29	Purchased services	12,487,503	12,612,562	(125,059)	101.00%
30	Supplies and materials	29,667,737	15,344,382	14,323,355	51.72%
31	Other	1,423,559	673,661	749,898	47.32%
32	Allocation to charter schools	27,636,581	24,613,891	3,022,690	89.06%
33	Capital outlay	702,000	396,536	305,464	56.49%
34	Debt service	-	-	-	N/A
35	Total expenditures	293,369,571	250,161,218	43,208,353	85.27%
36	Excess (deficiency) of revenues				
37	over (under) expenditures	(6,059,977)	(6,799,274)	(739,297)	
38	**Other Financing Uses**				
39	Proceeds on capital lease	-	-	-	N/A
40	Transfer - Student Activities (Fund 23)	-	(31,192)	(31,192)	N/A
41	Net change in fund balance	(6,059,977)	(6,830,466)	(770,489)	
42	Fund balance, beginning	107,386,605	107,386,605	-	
43	Fund balance, ending	$ 101,326,628	$ 100,556,139	$ (770,489)	
44	Expected year-end fund balance as percentage				
45	of annual expenditure budget	34.54%			

St. Vrain Valley School District RE-1J
General Fund (10)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2018 to May 31, 2019

		FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
1	**Revenues**				
2	Local				
3	Property taxes	$ 87,995,288	$ 62,172,897	$ (25,822,391)	70.65%
4	Specific ownership taxes	11,500,000	10,405,741	(1,094,259)	90.48%
5	Mil levy override	46,049,037	33,219,682	(12,829,355)	72.14%
6	Investment income	2,000,000	2,266,312	266,312	113.32%
7	Charges for service	6,657,935	6,290,717	(367,218)	94.48%
8	Miscellaneous	5,203,959	6,186,665	982,706	118.88%
9	Total local revenues	159,406,219	120,542,014	(38,864,205)	75.62%
10	State				
11	Equalization, net	132,106,310	121,034,576	(11,071,734)	91.62%
12	Special Education	6,446,548	5,899,394	(547,154)	91.51%
13	Vocational Education	1,303,749	977,971	(325,778)	75.01%
14	Transportation	2,047,297	2,047,297	-	100.00%
15	Gifted and Talented	304,458	304,458	-	100.00%
16	English Language Proficiency Act	1,650,202	1,650,202	-	100.00%
17	BEST grant	250,000	-	(250,000)	0.00%
18	Other state sources	1,342,402	1,223,339	(119,063)	91.13%
19	Total state revenues	145,450,966	133,137,237	(12,313,729)	91.53%
20	Federal				
21	BOCES	25,000	12,472	(12,528)	49.89%
22	Build America Bond Rebates	1,428,020	1,428,019	(1)	100.00%
23	Other federal sources	1,442,989	1,732,790	289,801	120.08%
24	Total federal revenues	2,896,009	3,173,281	277,272	109.57%
25	Total revenues	307,753,194	256,852,532	(50,900,662)	83.46%
26	**Expenditures**				
27	Salaries	178,852,737	158,844,213	20,008,524	88.81%
28	Benefits	59,888,442	53,294,117	6,594,325	88.99%
29	Purchased services	14,568,670	13,660,100	908,570	93.76%
30	Supplies and materials	26,062,803	14,921,181	11,141,622	57.25%
31	Other	2,424,764	765,582	1,659,182	31.57%
32	Allocation to charter schools	27,453,462	24,319,571	3,133,891	88.58%
33	Capital outlay	3,326,910	4,828,559	(1,501,649)	145.14%
34	Debt service	4,153,888	4,145,367	8,521	99.79%
35	Total expenditures	316,731,676	274,778,690	41,952,986	86.75%
36	Excess (deficiency) of revenues				
37	over (under) expenditures	(8,978,482)	(17,926,158)	(8,947,676)	
38	**Other Financing Sources (Uses)**				
39	Proceeds on capital lease	2,743,210	2,743,210	-	100.00%
40	Transfer - Student Activities (Fund 23)	-	-	-	N/A
41	Net change in fund balance	(6,235,272)	(15,182,948)	(8,947,676)	
42	Fund balance, beginning	113,932,789	113,932,789	-	
43	Fund balance, ending	$ 107,697,517	$ 98,749,841	$ (8,947,676)	
44	Expected year-end fund balance as percentage				
45	of annual expenditure budget	34.00%			

St. Vrain Valley School District RE-1J
Colorado Preschool Program Fund (19)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2017 to May 31, 2018

	FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Allocation from General Fund, net	$ 1,535,754	$ 1,407,774	$ (127,980)	91.67%
Investment income	2,700	2,946	246	109.11%
Total revenues	1,538,454	1,410,720	(127,734)	91.70%
Expenditures				
Salaries	199,208	162,909	36,299	81.78%
Benefits	65,940	49,712	16,228	75.39%
Purchased services	1,177,750	632,800	544,950	53.73%
Supplies and materials	87,200	55,368	31,832	63.50%
Other	26,730	25,137	1,593	94.04%
Capital outlay	250,000	-	250,000	0.00%
Total expenditures	1,806,828	925,926	880,902	51.25%
Excess (deficiency) of revenues over (under) expenditures	(268,374)	484,794	753,168	
Fund balance, beginning	576,948	576,948	-	
Fund balance, ending	$ 308,574	$ 1,061,742	$ 753,168	
Expected year-end fund balance as percentage of annual expenditure budget	17.08%			

St. Vrain Valley School District RE-1J
Colorado Preschool Program Fund (19)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2018 to May 31, 2019

	FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Allocation from General Fund, net	$ 1,653,862	$ 1,558,163	$ (95,699)	94.21%
Investment income	10,000	16,175	6,175	161.75%
Total revenues	1,663,862	1,574,338	(89,524)	94.62%
Expenditures				
Salaries	197,040	177,405	19,635	90.04%
Benefits	57,611	55,150	2,461	95.73%
Purchased services	1,180,050	1,183,931	(3,881)	100.33%
Supplies and materials	73,765	90,963	(17,198)	123.31%
Other	26,405	26,700	(295)	101.12%
Capital outlay	250,000	-	250,000	0.00%
Total expenditures	1,784,871	1,534,149	250,722	85.95%
Excess (deficiency) of revenues over (under) expenditures	(121,009)	40,189	161,198	
Fund balance, beginning	666,704	666,704	-	
Fund balance, ending	$ 545,695	$ 706,893	$ 161,198	
Expected year-end fund balance as percentage of annual expenditure budget	30.57%			

This page intentionally left blank

St. Vrain Valley School District RE-1J
Risk Management Fund (18)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenses, and Changes in Fund Net Position
For the period July 1 to May 31

	FY18 July - May Actual	FY19 July - May Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	$ 42,883	$ 122,015	$ 79,132	184.53%
Allocation from General Fund	3,516,989	3,771,067	254,078	7.22%
Miscellaneous	233,926	38,148	(195,778)	-83.69%
Total revenues	3,793,798	3,931,230	137,432	3.62%
Expenditures				
Salaries	222,818	244,686	21,868	9.81%
Benefits	63,602	76,918	13,316	20.94%
Purchased services				
Professional services	149,982	233,909	83,927	55.96%
Self insurance pools	1,138,862	1,527,029	388,167	34.08%
Claims paid	614,356	638,470	24,114	3.93%
Supplies	56,955	52,055	(4,900)	-8.60%
Other	1,686	1,623	(63)	-3.74%
Capital outlay	-	-	-	N/A
Total expenses	2,248,261	2,774,690	526,429	23.41%
Excess (deficiency) of revenues over (under) expenditures	1,545,537	1,156,540	(388,997)	-25.17%
Fund balance, beginning	2,638,631	5,966,417	3,327,786	126.12%
Fund balance, ending	$ 4,184,168	$ 7,122,957	$ 2,938,789	70.24%

St. Vrain Valley School District RE-1J
Risk Management Fund (18)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenses, and Changes in Fund Net Assets
For the period July 1, 2017 to May 31, 2018

	FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 32,000	$ 42,883	$ 10,883	134.01%
Allocation from General Fund	3,836,715	3,516,989	(319,726)	91.67%
Miscellaneous	25,000	233,926	208,926	935.70%
Total revenues	3,893,715	3,793,798	(99,917)	97.43%
Expenditures				
Salaries	250,182	222,818	27,364	89.06%
Benefits	69,493	63,602	5,891	91.52%
Purchased services	1,728,170	1,288,844	439,326	74.58%
Claims paid	1,632,000	614,356	1,017,644	37.64%
Supplies	103,650	56,955	46,695	54.95%
Other	53,220	1,686	51,534	3.17%
Capital outlay	-	-	-	N/A
Total expenses	3,836,715	2,248,261	1,588,454	58.60%
Excess (deficiency) of revenues over (under) expenditures	57,000	1,545,537	1,488,537	
Fund balance, beginning	2,638,631	2,638,631	-	
Fund balance, ending	$ 2,695,631	$ 4,184,168	$ 1,488,537	
Expected year-end fund balance as percentage of annual expenditure budget	70.26%			

St. Vrain Valley School District RE-1J
Risk Management Fund (18)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenses, and Changes in Fund Net Position
For the period July 1, 2018 to May 31, 2019

	FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 80,000	$ 122,015	$ 42,015	152.52%
Allocation from General Fund	4,113,891	3,771,067	(342,824)	91.67%
Miscellaneous	25,000	38,148	13,148	152.59%
Total revenues	4,218,891	3,931,230	(287,661)	93.18%
Expenditures				
Salaries	272,870	244,686	28,184	89.67%
Benefits	86,196	76,918	9,278	89.24%
Purchased services	2,062,370	1,760,938	301,432	85.38%
Claims paid	1,632,000	638,470	993,530	39.12%
Supplies	113,835	52,055	61,780	45.73%
Other	50,620	1,623	48,997	3.21%
Capital outlay	1,000	-	1,000	0.00%
Total expenses	4,218,891	2,774,690	1,444,201	65.77%
Excess (deficiency) of revenues over (under) expenditures	-	1,156,540	1,156,540	
Fund balance, beginning	5,966,417	5,966,417	-	
Fund balance, ending	$ 5,966,417	$ 7,122,957	$ 1,156,540	
Expected year-end fund balance as percentage of annual expenditure budget	141.42%			

This page intentionally left blank

GOVERNMENTAL FUNDS

Major Governmental Funds

The Bond Redemption Fund is a debt service fund. It is used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. The fund's primary revenue source is local property taxes levied specifically for debt service.

The Building Fund is a capital projects fund that is used to account for the proceeds of bond sales and expenditures for capital outlay for land, buildings, improvements of grounds, construction of buildings, additions or remodeling of buildings or initial, additional and replacement of equipment.

Nonmajor Governmental Fund

The Capital Reserve Capital Projects Fund is used to account for revenue allocations from the General Fund and other revenues allocated to or earned in this fund, and the expenditures for the ongoing capital needs of the District, such as acquisition of land, building additions and improvements, and equipment purchases where the estimated unit cost is in excess of $1,000.

St. Vrain Valley School District RE-1J
Bond Redemption Fund (31)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2017 to May 31, 2018

	FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Property taxes	$ 55,836,000	$ 42,613,711	$ (13,222,289)	76.32%
Investment income	500,000	396,132	(103,868)	79.23%
Total revenues	56,336,000	43,009,843	(13,326,157)	76.35%
Expenditures				
Debt principal	24,485,000	24,485,000	-	100.00%
Debt interest - Dec 15 & June 15	25,494,214	13,007,038	12,487,176	51.02%
Fiscal charges	10,000	15,179	(5,179)	151.79%
Total expenditures	49,989,214	37,507,217	12,481,997	75.03%
Excess (deficiency) of revenues over (under) expenditures	6,346,786	5,502,626	(844,160)	
Fund balance, beginning	55,195,386	55,195,386	-	
Fund balance, ending	$ 61,542,172	$ 60,698,012	$ (844,160)	
Expected year-end fund balance as percentage of annual expenditure budget	123.11%			

St. Vrain Valley School District RE-1J
Bond Redemption Fund (31)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2018 to May 31, 2019

	FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Property taxes	$ 59,467,000	$ 43,036,358	$ (16,430,642)	72.37%
Investment income	500,000	911,610	411,610	182.32%
Total revenues	59,967,000	43,947,968	(16,019,032)	73.29%
Expenditures				
Debt principal	42,730,000	42,730,000	-	100.00%
Debt interest - Dec 15 & June 15	26,106,920	13,098,956	13,007,964	50.17%
Fiscal charges	20,000	15,595	4,405	77.98%
Total expenditures	68,856,920	55,844,551	13,012,369	81.10%
Excess (deficiency) of revenues over (under) expenditures	(8,889,920)	(11,896,583)	(3,006,663)	
Fund balance, beginning	62,572,848	62,572,848	-	
Fund balance, ending	$ 53,682,928	$ 50,676,265	$ (3,006,663)	
Expected year-end fund balance as percentage of annual expenditure budget	77.96%			

St. Vrain Valley School District RE-1J
Building Fund (41)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2017 to May 31, 2018

	FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 2,100,000	$ 2,245,275	$ 145,275	106.92%
Miscellaneous	5,000	-	(5,000)	0.00%
Total revenues	2,105,000	2,245,275	140,275	106.66%
Expenditures				
Salaries	535,000	442,889	92,111	82.78%
Benefits	161,000	131,928	29,072	81.94%
Purchased services	8,000,000	7,319,086	680,914	91.49%
Construction projects	150,000,000	75,347,663	74,652,337	50.23%
Other	3,500	5,059	(1,559)	144.54%
Total expenditures	158,699,500	83,246,625	75,452,875	52.46%
Excess (deficiency) of revenues over (under) expenditures	(156,594,500)	(81,001,350)	75,593,150	
Other Financing Sources (Uses)				
Bond proceeds	-	-	-	N/A
Premium on bonds issued	-	-	-	N/A
Total other financing sources (uses)	-	-	-	
Net change in fund balance	(156,594,500)	(81,001,350)	75,593,150	
Fund balance, beginning	203,121,247	203,121,247	-	
Fund balance, ending	$ 46,526,747	$ 122,119,897	$ 75,593,150	
Expected year-end fund (deficit) as percentage of annual expenditure budget	29.32%			

St. Vrain Valley School District RE-1J
Building Fund (41)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2018 to May 31, 2019

	FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 2,400,000	2,898,953	$ 498,953	120.79%
Miscellaneous	5,000	18,543	13,543	370.86%
Total revenues	2,405,000	2,917,496	512,496	121.31%
Expenditures				
Salaries	550,000	420,845	129,155	76.52%
Benefits	175,000	126,438	48,562	72.25%
Purchased services	12,450,518	10,033,154	2,417,364	80.58%
Construction projects	125,000,000	26,475,279	98,524,721	21.18%
Other	6,000	3,784	2,216	63.07%
Total expenditures	138,181,518	37,059,500	101,122,018	26.82%
Excess (deficiency) of revenues over (under) expenditures	(135,776,518)	(34,142,004)	101,634,514	
Other Financing Sources (Uses)				
Bond proceeds	60,340,000	60,340,000	-	100.00%
Premium on bonds issued	3,415,401	3,415,401	-	100.00%
Total other financing sources (uses)	63,755,401	63,755,401	-	
Net change in fund balance	(72,021,117)	29,613,397	101,634,514	
Fund balance, beginning	101,441,315	101,441,315	-	
Fund balance, ending	$ 29,420,198	$ 131,054,712	$ 101,634,514	
Expected year-end fund (deficit) as percentage of annual expenditure budget	21.29%			

This page intentionally left blank

St. Vrain Valley School District RE-1J
Capital Reserve Capital Projects Fund (43)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to May 31

	FY18 July - May Actual	FY19 July - May Actual	Dollar Variance	Percent Variance
Revenues				
Allocation from General Fund	$ 8,000,332	$ 9,431,653	$ 1,431,321	17.89%
Investment income	88,392	181,970	93,578	105.87%
Miscellaneous	60,799	245,248	184,449	303.38%
Total revenues	8,149,523	9,858,871	1,709,348	20.97%
Expenditures				
Capital projects	6,301,573	6,783,652	482,079	7.65%
Total expenditures	6,301,573	6,783,652	482,079	7.65%
Excess (deficiency) of revenues over (under) expenditures	1,847,950	3,075,219	1,227,269	66.41%
Fund balance, beginning	6,542,463	7,714,189	1,171,726	17.91%
Fund balance, ending	$ 8,390,413	$ 10,789,408	$ 2,398,995	28.59%

St. Vrain Valley School District RE-1J
Capital Reserve Capital Projects Fund (43)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2017 to May 31, 2018

	FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Allocation from General Fund	$ 8,727,635	$ 8,000,332	$ (727,303)	91.67%
Investment income	90,000	88,392	(1,608)	98.21%
Miscellaneous	75,000	60,799	(14,201)	81.07%
Total revenues	8,892,635	8,149,523	(743,112)	91.64%
Expenditures				
Capital projects	8,650,900	6,301,573	2,349,327	72.84%
Total expenditures	8,650,900	6,301,573	2,349,327	72.84%
Excess (deficiency) of revenues over (under) expenditures	241,735	1,847,950	1,606,215	
Fund balance, beginning	6,542,463	6,542,463	-	
Fund balance, ending	$ 6,784,198	$ 8,390,413	$ 1,606,215	
Expected year-end fund balance as percentage of annual expenditure budget	78.42%			

St. Vrain Valley School District RE-1J
Capital Reserve Capital Projects Fund (43)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2018 to May 31, 2019

	FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Allocation from General Fund	$ 9,910,361	$ 9,431,653	$ (478,708)	95.17%
Investment income	165,000	181,970	16,970	110.28%
Miscellaneous	75,000	245,248	170,248	327.00%
Total revenues	10,150,361	9,858,871	(291,490)	97.13%
Expenditures				
Capital projects	9,960,000	6,783,652	3,176,348	68.11%
Total expenditures	9,960,000	6,783,652	3,176,348	68.11%
Excess (deficiency) of revenues over (under) expenditures	190,361	3,075,219	2,884,858	
Fund balance, beginning	7,714,189	7,714,189	-	
Fund balance, ending	$ 7,904,550	$ 10,789,408	$ 2,884,858	
Expected year-end fund balance as percentage of annual expenditure budget	79.36%			

GOVERNMENTAL FUNDS

Special Revenue Funds

The Community Education Fund is used to record the tuition-based activities including driver's education, summer school, child care, enrichment, and preschool, as well as facility use rental income.

In accordance with intergovernmental agreements, the Fair Contributions Fund is used to collect money for the acquisition, development, or expansion of public school sites based on impacts created by residential subdivisions.

The Governmental Designated-Purpose Grants Fund is used to account for restricted state and federal grants including, but not limited to, Title I Part A – Improving the Academic Achievement of the Disadvantaged; Individuals with Disabilities Education Act (IDEA Part B); and Race to the Top.

The Nutrition Services Fund accounts for the food service operations of the District. Nutrition Services provides quality, nutritious and well balanced meals to students throughout District schools.

The Student Activity Fund is used to record financial transactions related to school sponsored pupil intrascholastic and interscholastic athletic and other related activities. Revenues of this fund are primarily from student fees, gate receipts, and gifts.

St. Vrain Valley School District RE-1J
Community Education Fund (27)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to May 31

		FY18 July - May Actual	FY19 July - May Actual	Dollar Variance	Percent Variance
Revenues					
	Investment income	$ 35,831	$ 82,075	$ 46,244	129.06%
	Charges for services				
A	Drivers Education Program	322,372	308,084	(14,288)	-4.43%
B	Summer School Program	103,931	151,705	47,774	45.97%
	Community School Programs				
C	Pre-K Child Care	660,265	745,556	85,291	12.92%
D	K-5 Child Care	4,146,870	3,944,996	(201,874)	-4.87%
E	Enrichment	455,526	492,558	37,032	8.13%
F	C/S Central Office	165,618	171,225	5,607	3.39%
	Facility Use				
G	School Bldgs' Share	21,928	56,886	34,958	159.42%
H	Central Office Share	360,484	330,230	(30,254)	-8.39%
I	Community grants & awards	143,527	483,613	340,086	236.95%
J	Other Programs	120,479	189,468	68,989	57.26%
	Total revenues	6,536,831	6,956,396	419,565	6.42%
Expenditures					
	Instruction				
A	Drivers Education Program	429,075	417,433	(11,642)	-2.71%
B	Summer School Program	66,952	49,281	(17,671)	-26.39%
	Community School Programs				
C	Pre-K Child Care	621,761	618,659	(3,102)	-0.50%
D	K-5 Child Care	2,541,770	2,630,347	88,577	3.48%
E	Enrichment	373,881	406,989	33,108	8.86%
F	C/S Central Office	545,439	706,314	160,875	29.49%
	Facility Use				
G	School Bldgs' Share	26,582	53,280	26,698	100.44%
H	Central Office Share	358,763	689,533	330,770	92.20%
I	Community grants & awards	402,315	224,996	(177,319)	-44.07%
J	Other Programs	201,405	255,259	53,854	26.74%
	Total expenditures	5,567,943	6,052,091	484,148	8.70%
Excess (deficiency) of revenues over (under) expenditures		968,888	904,305	(64,583)	-6.67%
Other Financing Sources					
	Transfer-Spec Activities (Fund 23)	10,711	10,016	(695)	-6.49%
Net change in fund balance		979,599	914,321	(65,278)	-6.66%
Fund balance, beginning		2,718,117	3,328,369	610,252	22.45%
Fund balance, ending		$ 3,697,716	$ 4,242,690	$ 544,974	14.74%

St. Vrain Valley School District RE-1J
Community Education Fund (27)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2017 to May 31, 2018

	FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 33,000	$ 35,831	$ 2,831	108.58%
Charges for services	7,583,000	6,501,000	(1,082,000)	85.73%
Total revenues	7,616,000	6,536,831	(1,079,169)	85.83%
Expenditures				
Instruction	5,561,000	4,137,327	1,423,673	74.40%
Support services	1,484,000	1,364,746	119,254	91.96%
Capital outlay	100,000	65,870	34,130	65.87%
Total expenditures	7,145,000	5,567,943	1,577,057	77.93%
Excess (deficiency) of revenues over (under) expenditures	471,000	968,888	497,888	
Other Financing Uses				
Transfer-Spec Activities (Fund 23)	-	10,711	10,711	N/A
Net change in fund balance	471,000	979,599	508,599	
Fund balance, beginning	2,718,117	2,718,117	-	
Fund balance, ending	$ 3,189,117	$ 3,697,716	$ 508,599	
Expected year-end fund balance as percentage of annual expenditure budget	44.63%			

St. Vrain Valley School District RE-1J
Community Education Fund (27)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2018 to May 31, 2019

	FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 80,000	$ 82,075	$ 2,075	102.59%
Charges for services	7,214,000	6,874,321	(339,679)	95.29%
Total revenues	7,294,000	6,956,396	(337,604)	95.37%
Expenditures				
Instruction	5,150,000	4,340,133	809,867	84.27%
Support services	1,850,000	1,659,027	190,973	89.68%
Capital outlay	100,000	52,931	47,069	52.93%
Total expenditures	7,100,000	6,052,091	1,047,909	85.24%
Excess (deficiency) of revenues over (under) expenditures	194,000	904,305	710,305	
Other Financing Sources				
Transfer-Spec Activities (Fund 23)	-	10,016	10,016	N/A
Net change in fund balance	194,000	914,321	720,321	
Fund balance, beginning	3,328,369	3,328,369	-	
Fund balance, ending	$ 3,522,369	$ 4,242,690	$ 720,321	
Expected year-end fund balance as percentage of annual expenditure budget	49.61%			

St. Vrain Valley School District RE-1J
Fair Contributions Fund (29)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2017 to May 31, 2018

	FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 75,000	$ 82,397	$ 7,397	109.86%
Cash in lieu	1,400,000	1,433,121	33,121	102.37%
Total revenues	1,475,000	1,515,518	40,518	102.75%
Expenditures				
Purchased services	250,000	517,606	(267,606)	207.04%
Capital outlay	8,586,737	1,752,305	6,834,432	20.41%
Other	-	1,750	(1,750)	N/A
Total expenditures	8,836,737	2,271,661	6,565,076	25.71%
Excess (deficiency) of revenues over (under) expenditures	(7,361,737)	(756,143)	6,605,594	
Fund balance, beginning	7,361,737	7,361,737	-	
Fund balance, ending	$ -	$ 6,605,594	$ 6,605,594	
Expected year-end fund balance as percentage of annual expenditure budget	0.00%			

St. Vrain Valley School District RE-1J
Fair Contributions Fund (29)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2018 to May 31, 2019

	FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 75,000	$ 139,730	$ 64,730	186.31%
Cash in lieu	2,100,000	2,375,707	275,707	113.13%
Total revenues	2,175,000	2,515,437	340,437	115.65%
Expenditures				
Purchased services	500,000	360,262	139,738	72.05%
Capital outlay	2,000,000	159,630	1,840,370	7.98%
Other	-	-	-	N/A
Total expenditures	2,500,000	519,892	1,980,108	20.80%
Excess (deficiency) of revenues over (under) expenditures	(325,000)	1,995,545	2,320,545	
Fund balance, beginning	5,378,716	5,378,716	-	
Fund balance, ending	$ 5,053,716	$ 7,374,261	$ 2,320,545	
Expected year-end fund balance as percentage of annual expenditure budget	202.15%			

This page intentionally left blank

St. Vrain Valley School District RE-1J
Governmental Designated-Purpose Grants Fund (22)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to May 31

	FY18 July - May Actual	FY19 July - May Actual	Dollar Variance	Percent Variance
Revenues				
State grants	$ 405,254	$ 784,374	$ 379,120	93.55%
Federal grants	3,546,376	4,800,068	1,253,692	35.35%
ARRA-Federal Education Stimulus Funds	88,890	-	(88,890)	-100.00%
Total revenues	4,040,520	5,584,442	1,543,922	38.21%
Expenditures				
Salaries	5,234,557	5,093,885	(140,672)	-2.69%
Benefits	1,685,283	1,701,039	15,756	0.93%
Purchased services	231,116	484,969	253,853	109.84%
Supplies and materials	334,273	435,844	101,571	30.39%
Other	10,577	26,727	16,150	152.69%
Capital outlay	85,282	71,624	(13,658)	-16.02%
Total expenditures	7,581,088	7,814,088	233,000	3.07%
Excess (deficiency) of revenues over (under) expenditures	(3,540,568)	(2,229,646)	1,310,922	37.03%
Fund balance, beginning	-	-	-	N/A
Fund (deficit), ending	$ (3,540,568)	$ (2,229,646)	$ 1,310,922	37.03%

St. Vrain Valley School District RE-1J
Governmental Designated-Purpose Grants Fund (22)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2017 to May 31, 2018

	FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
State grants	$ 543,360	$ 405,254	$ (138,106)	74.58%
Federal grants	10,946,855	3,546,376	(7,400,479)	32.40%
ARRA-Federal Education Stimulus Funds	-	88,890	88,890	N/A
Total revenues	11,490,215	4,040,520	(7,449,695)	35.16%
Expenditures				
Salaries	6,201,797	5,234,557	967,240	84.40%
Benefits	2,240,845	1,685,283	555,562	75.21%
Purchased services	566,055	231,116	334,939	40.83%
Supplies and materials	1,813,014	334,273	1,478,741	18.44%
Other	85,310	10,577	74,733	12.40%
Capital outlay	583,194	85,282	497,912	14.62%
Total expenditures	11,490,215	7,581,088	3,909,127	65.98%
Excess (deficiency) of revenues over (under) expenditures	-	(3,540,568)	(3,540,568)	
Fund balance, beginning	-	-	-	
Fund balance (deficit), ending	$ -	$ (3,540,568)	$ (3,540,568)	
Expected year-end fund (deficit) as percentage of annual expenditure budget	0.00%			

St. Vrain Valley School District RE-1J
Governmental Designated-Purpose Grants Fund (22)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2018 to May 31, 2019

	FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
State grants	$ 807,477	$ 784,374	$ (23,103)	97.14%
Federal grants	11,489,962	4,800,068	(6,689,894)	41.78%
ARRA-Federal Education Stimulus Funds	-	-	-	N/A
Total revenues	12,297,439	5,584,442	(6,712,997)	45.41%
Expenditures				
Salaries	6,317,231	5,093,885	1,223,346	80.63%
Benefits	2,162,686	1,701,039	461,647	78.65%
Purchased services	701,218	484,969	216,249	69.16%
Supplies and materials	2,253,946	435,844	1,818,102	19.34%
Other	824,799	26,727	798,072	3.24%
Capital outlay	37,559	71,624	(34,065)	190.70%
Total expenditures	12,297,439	7,814,088	4,483,351	63.54%
Excess (deficiency) of revenues over (under) expenditures	-	(2,229,646)	(2,229,646)	
Fund balance, beginning	-	-	-	
Fund balance (deficit), ending	$ -	$ (2,229,646)	$ (2,229,646)	
Expected year-end fund balance as percentage of annual expenditure budget	0.00%			

St. Vrain Valley School District RE-1J
Nutrition Services Fund (21)
Balance Sheet (Unaudited)
As of May 31,

	2018	2019	
Assets			
Cash and investments	$ 1,253,757	$ 947,757	
Accounts receivable	374	442	
Grants receivable	1,108,680	1,047,912	A
Inventories	657,254	710,422	
Total assets	$ 3,020,065	$ 2,706,533	
Liabilities			
Accrued salaries and benefits	$ 126,867	$ 139,206	
Total liabilities	126,867	139,206	
Fund balance			
Nonspendable: prepaids, inventories	657,254	710,422	
Restricted	2,235,944	1,856,905	
Total fund balance	2,893,198	2,567,327	
Total liabilities and fund balance	$ 3,020,065	$ 2,706,533	

Footnote

A The State match and National School Lunch/Breakfast program revenues have been adjusted to reflect reimbursements requested but not yet received by period end.

St. Vrain Valley School District RE-1J
Nutrition Services Fund (21)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to May 31

		FY18 July - May Actual	FY19 July - May Actual	Dollar Variance	Percent Variance	
1	**Revenues**					
2	Investment income	$ 14,039	$ 23,318	$ 9,279	66.09%	
3	Charges for service	3,538,592	3,846,320	307,728	8.70%	
4	Miscellaneous	40,761	32,746	(8,015)	-19.66%	
5	State match	167,829	195,319	27,490	16.38%	A
6	Commodities entitlement	652,587	661,592	9,005	1.38%	
7	Nat'l School Lunch/Breakfast Pgm	5,136,809	4,902,615	(234,194)	-4.56%	A
8	Total revenues	9,550,617	9,661,910	111,293	1.17%	
9						
10	**Expenditures**					
11	Salaries	3,142,537	3,402,659	260,122	8.28%	
12	Benefits	1,228,410	1,387,259	158,849	12.93%	
13	Purchased services	39,713	39,823	110	0.28%	
14	Supplies and materials	4,540,600	4,505,358	(35,242)	-0.78%	
15	Repairs and maintenance	98,973	20,691	(78,282)	-79.09%	
16	Other	63,946	60,294	(3,652)	-5.71%	
17	Total expenditures	9,114,179	9,416,084	301,905	3.31%	
18						
19	Excess (deficiency) of revenues					
20	over (under) expenditures	436,438	245,826	(190,612)	-43.67%	
21						
22	Fund balance, beginning	2,456,760	2,321,501	(135,259)	-5.51%	
23						
24	Fund balance, ending	$ 2,893,198	$ 2,567,327	$ (325,871)	-11.26%	

Footnote

A The State match and National School Lunch/Breakfast program revenues have been adjusted to reflect reimbursements requested but not yet received by period end.

St. Vrain Valley School District RE-1J
Nutrition Services Fund (21)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2017 to May 31, 2018

		FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
1	**Revenues**				
2	Investment income	$ 12,000	$ 14,039	$ 2,039	116.99%
3	Charges for service	3,524,000	3,538,592	14,592	100.41%
4	Miscellaneous	60,000	40,761	(19,239)	67.94%
5	State match	165,000	167,829	2,829	101.71%
6	Commodities entitlement	695,328	652,587	(42,741)	93.85%
7	Nat'l School Lunch/Breakfast Pgm	5,203,000	5,136,809	(66,191)	98.73%
8	Total revenues	9,659,328	9,550,617	(108,711)	98.87%
9					
10	**Expenditures**				
11	Salaries	3,346,059	3,142,537	203,522	93.92%
12	Benefits	1,332,063	1,228,410	103,653	92.22%
13	Purchased services	160,000	39,713	120,287	24.82%
14	Supplies and materials	4,840,328	4,540,600	299,728	93.81%
15	Repairs and maintenance	75,000	98,973	(23,973)	131.96%
16	Other	100,000	63,946	36,054	63.95%
17	Total expenditures	9,853,450	9,114,179	739,271	92.50%
18					
19	Excess (deficiency) of revenues				
20	over (under) expenditures	(194,122)	436,438	630,560	
21					
22	Fund balance, beginning	2,456,760	2,456,760	-	
23					
24	Fund balance, ending	$ 2,262,638	$ 2,893,198	$ 630,560	
25					
26	Expected year-end fund balance as percentage				
27	of annual expenditure budget	22.96%			

St. Vrain Valley School District RE-1J
Nutrition Services Fund (21)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2018 to May 31, 2019

		FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
1	**Revenues**				
2	Investment income	$ 23,000	$ 23,318	$ 318	101.38%
3	Charges for service	3,967,438	3,846,320	(121,118)	96.95%
4	Miscellaneous	60,000	32,746	(27,254)	54.58%
5	State match	198,594	195,319	(3,275)	98.35%
6	Commodities entitlement	666,806	661,592	(5,214)	99.22%
7	Nat'l School Lunch/Breakfast Pgm	5,091,558	4,902,615	(188,943)	96.29%
8	Total revenues	10,007,396	9,661,910	(345,486)	96.55%
9					
10	**Expenditures**				
11	Salaries	3,623,672	3,402,659	221,013	93.90%
12	Benefits	1,446,006	1,387,259	58,747	95.94%
13	Purchased services	135,000	39,823	95,177	29.50%
14	Supplies and materials	4,882,806	4,505,358	377,448	92.27%
15	Repairs and maintenance	35,000	20,691	14,309	59.12%
16	Other	100,000	60,294	39,706	60.29%
17	Total expenditures	10,222,484	9,416,084	806,400	92.11%
18					
19	Excess (deficiency) of revenues				
20	over (under) expenditures	(215,088)	245,826	460,914	
21					
22	Fund balance, beginning	2,321,501	2,321,501	-	
23					
24	Fund balance, ending	$ 2,106,413	$ 2,567,327	$ 460,914	
25					
26	Expected year-end fund balance as percentage				
27	of annual expenditure budget	20.61%			

This page intentionally left blank

St. Vrain Valley School District RE-1J
Student Activity (Special Revenue) Fund (23)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to May 31

	FY18 July - May Actual	FY19 July - May Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	$ 56,766	$ 120,319	$ 63,553	111.96%
Athletic activities	2,603,716	2,772,256	168,540	6.47%
Pupil activities	3,758,009	3,575,272	(182,737)	-4.86%
PTO/Gift activities	544,093	745,061	200,968	36.94%
Total revenues	6,962,584	7,212,908	250,324	3.60%
Expenditures				
Athletic activities	2,323,633	2,736,345	412,712	17.76%
Pupil activities	2,968,633	2,769,553	(199,080)	-6.71%
PTO/Gift activities	639,654	644,431	4,777	0.75%
Total expenditures	5,931,920	6,150,329	218,409	3.68%
Excess (deficiency) of revenues over (under) expenditures	1,030,664	1,062,579	31,915	
Other Financing Sources (Uses)				
Transfer - General Fund (Fund 10)	31,192	-	(31,192)	-100.00%
Transfer - Community Educ (Fund 27)	(10,711)	(10,016)	695	6.49%
Transfer - Student Activities (Fund 74)	(1,345)	-	1,345	100.00%
Total other financing sources (uses)	19,136	(10,016)	(29,152)	-152.34%
Net change in fund balance	1,049,800	1,052,563	2,763	
Fund balance, beginning	4,826,683	5,234,070	407,387	
Fund balance, ending	$ 5,876,483	$ 6,286,633	$ 410,150	

St. Vrain Valley School District RE-1J
Student Activity (Special Revenue) Fund (23)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2017 to May 31, 2018

	FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 47,000	$ 56,766	$ 9,766	120.78%
Athletic activities	2,600,000	2,603,716	3,716	100.14%
Pupil activities	3,700,000	3,758,009	58,009	101.57%
PTO/Gift activities	960,000	544,093	(415,907)	56.68%
Total revenues	7,307,000	6,962,584	(344,416)	95.29%
Expenditures				
Athletic activities	4,338,064	2,323,633	2,014,431	53.56%
Pupil activities	6,217,291	2,968,633	3,248,658	47.75%
PTO/Gift activities	1,578,328	639,654	938,674	40.53%
Total expenditures	12,133,683	5,931,920	6,201,763	48.89%
Excess (deficiency) of revenues over (under) expenditures	(4,826,683)	1,030,664	5,857,347	
Other Financing Sources (Uses)				
Transfer - General Fund (Fund 10)	-	31,192	31,192	N/A
Transfer - Community Educ (Fund 27)	-	(10,711)	(10,711)	N/A
Transfer - Student Activities (Fund 74)	-	(1,345)	(1,345)	N/A
Total other financing sources	-	19,136	19,136	N/A
Net change in fund balance	(4,826,683)	1,049,800	5,876,483	
Fund balance, beginning	4,826,683	4,826,683	-	
Fund balance, ending	$ -	$ 5,876,483	$ 5,876,483	
Expected year-end fund balance as percentage of annual expenditure budget	0.00%			

St. Vrain Valley School District RE-1J
Student Activity (Special Revenue) Fund (23)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2018 to May 31, 2019

	FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 100,000	$ 120,319	$ 20,319	120.32%
Athletic activities	2,800,000	2,772,256	(27,744)	99.01%
Pupil activities	4,000,000	3,575,272	(424,728)	89.38%
PTO/Gift activities	640,000	745,061	105,061	116.42%
Total revenues	7,540,000	7,212,908	(327,092)	95.66%
Expenditures				
Athletic activities	2,600,000	2,736,345	(136,345)	105.24%
Pupil activities	3,800,000	2,769,553	1,030,447	72.88%
PTO/Gift activities	800,000	644,431	155,569	80.55%
Total expenditures	7,200,000	6,150,329	1,049,671	85.42%
Excess (deficiency) of revenues over (under) expenditures	340,000	1,062,579	722,579	
Other Financing Sources (Uses)				
Transfer - General Fund (Fund 10)	-	-	-	N/A
Transfer - Community Educ (Fund 27)	-	(10,016)	(10,016)	N/A
Transfer - Student Activities (Fund 74)	-	-	-	N/A
Total other financing sources	-	(10,016)	(10,016)	N/A
Net change in fund balance	340,000	1,052,563	712,563	
Fund balance, beginning	5,234,070	5,234,070	-	
Fund balance, ending	$ 5,574,070	$ 6,286,633	$ 712,563	
Expected year-end fund balance as percentage of annual expenditure budget	77.42%			

This page intentionally left blank

PROPRIETARY FUNDS

Internal Service Fund

The District's only internal service fund is the Self Insurance Fund which accounts for the financial transactions related to the dental and healthcare plans. The fund collects premiums and pays claims for medical and dental plan benefits.

St. Vrain Valley School District RE-1J
Self Insurance Fund (65)
Statement of Fund Net Position (Unaudited)
As of May 31,

	2018	2019	
Assets			
Current assets			
Cash and investments	$ 2,158,448	$ 4,790,289	
Accounts receivable	-	92	
Total current assets	2,158,448	4,790,381	
Noncurrent assets			
Restricted cash and cash equivalents	3,686,236	3,775,943	
Total assets	5,844,684	8,566,324	
Liabilities			
Claims payable	1,534,961	1,716,000	A
Total liabilities	1,534,961	1,716,000	
Net Position			
Unrestricted	4,309,723	6,850,324	
Total net position	$ 4,309,723	$ 6,850,324	

Footnote

A Claims payable represents the approximate amount incurred but not paid or incurred but not reported as of the prior fiscal year end (6/30) and is adjusted annually.

St. Vrain Valley School District RE-1J
Self Insurance Fund (65)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenses, and Changes in Fund Net Position
For the period July 1 to May 31

	FY18 July - May Actual	FY19 July - May Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	$ 72,472	$ 120,371	$ 47,899	66.09%
Miscellaneous	6,852	-	(6,852)	-100.00%
Employee benefit premiums	16,346,088	19,277,652	2,931,564	17.93%
Total revenues	16,425,412	19,398,023	2,972,611	18.10%
Expenses				
Salaries and benefits	211,250	221,388	10,138	4.80%
Purchased services	1,955,386	2,393,063	437,677	22.38%
Supplies and materials	-	-	-	N/A
Other	417,536	647,352	229,816	55.04%
Claims paid	14,187,027	13,733,186	(453,841)	-3.20%
Total expenses	16,771,199	16,994,989	223,790	1.33%
Change in net position	(345,787)	2,403,034	2,748,821	-794.95%
Net position, beginning	4,655,510	4,447,290	(208,220)	-4.47%
Net position, ending	$ 4,309,723	$ 6,850,324	$ 2,540,601	58.95%

St. Vrain Valley School District RE-1J
Self Insurance Fund (65)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenses, and Changes in Fund Net Position
For the period July 1, 2017 to May 31, 2018

	FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 74,000	$ 72,472	$ (1,528)	97.94%
Miscellaneous	1,000	6,852	5,852	685.20%
Employee benefit premiums	17,810,000	16,346,088	(1,463,912)	91.78%
Total revenues	17,885,000	16,425,412	(1,459,588)	91.84%
Expenses				
Salaries and benefits	232,500	211,250	21,250	90.86%
Purchased services	2,325,000	1,955,386	369,614	84.10%
Supplies and materials	5,000	-	5,000	0.00%
Other	528,000	417,536	110,464	79.08%
Claims paid	15,120,000	14,187,027	932,973	93.83%
Total expenses	18,210,500	16,771,199	1,439,301	92.10%
Change in fund net position	(325,500)	(345,787)	(20,287)	
Fund net position, beginning	4,655,510	4,655,510	-	
Fund net position, ending	$ 4,330,010	$ 4,309,723	$ (20,287)	
Expected year-end net position as percentage of annual deduction budget	23.78%			

St. Vrain Valley School District RE-1J
Self Insurance Fund (65)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenses, and Changes in Fund Net Position
For the period July 1, 2018 to May 31, 2019

	FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 100,000	$ 120,371	$ 20,371	120.37%
Miscellaneous	50,000	0	(50,000)	0.00%
Employee benefit premiums	21,075,000	19,277,652	(1,797,348)	91.47%
Total revenues	21,225,000	19,398,023	(1,826,977)	91.39%
Expenses				
Salaries and benefits	245,000	221,388	23,612	90.36%
Purchased services	2,669,000	2,393,063	275,937	89.66%
Supplies and materials	5,000	-	5,000	0.00%
Other	875,000	647,352	227,648	73.98%
Claims paid	16,632,000	13,733,186	2,898,814	82.57%
Total expenses	20,426,000	16,994,989	3,431,011	83.20%
Change in fund net position	799,000	2,403,034	1,604,034	
Fund net position, beginning	4,447,290	4,447,290	-	
Fund net position, ending	$ 5,246,290	$ 6,850,324	$ 1,604,034	
Expected year-end net position as percentage of annual deduction budget	25.68%			

This page intentionally left blank

FIDUCIARY FUNDS

Agency Fund

As of June 30, 2018, the District closed its agency Student Activity Fund. Statements will no longer be presented.

Private Purpose Trust Fund

The Student Scholarship Fund, the District's only private purpose trust fund, is used to account for assets held by a governmental unit in a trustee capacity and is used for scholarship awards according to the individual trust guidelines.

St. Vrain Valley School District RE-1J
Student Scholarship Fund (72)
Prior Year Budget to Actual (Unaudited)
Statement of Additions, Deductions, and Changes in Fiduciary Net Position
For the period July 1, 2017 to May 31, 2018

	FY18 Amended Budget	FY18 July - May Actual	Balance Remaining	% of Actual to Budget
Additions				
Investment income	$ 1,700	$ 1,899	$ 199	111.71%
Contributions	40,000	31,370	(8,630)	78.43%
Total additions	41,700	33,269	(8,431)	79.78%
Deductions				
Scholarships	41,700	34,240	7,460	82.11%
Total deductions	41,700	34,240	7,460	82.11%
Change in fiduciary net position	-	(971)	(971)	
Fiduciary net position, beginning	223,512	223,512	-	
Fiduciary net position, ending	$ 223,512	$ 222,541	$ (971)	
Expected year-end net position as percentage of annual deduction budget	536.00%			

St. Vrain Valley School District RE-1J
Student Scholarship Fund (72)
Current Year Budget to Actual (Unaudited)
Statement of Additions, Deductions, and Changes in Fiduciary Net Position
For the period July 1, 2018 to May 31, 2019

	FY19 Amended Budget	FY19 July - May Actual	Balance Remaining	% of Actual to Budget
Additions				
Investment income	$ 2,750	$ 2,483	$ (267)	90.29%
Contributions	40,000	34,420	(5,580)	86.05%
Total additions	42,750	36,903	(5,847)	86.32%
Deductions				
Scholarships	42,750	31,371	11,379	73.38%
Total deductions	42,750	31,371	11,379	73.38%
Change in fiduciary net position	-	5,532	5,532	
Fiduciary net position, beginning	231,250	231,250	-	
Fiduciary net position, ending	$ 231,250	$ 236,782	$ 5,532	
Expected year-end net position as percentage of annual deduction budget	540.94%			

INVESTMENT REPORT

St. Vrain Valley School District RE-1J
Monthly Investment Report
At May 31, 2019

Fund	Colotrust	Wells Fargo	UMB	Total	Annualized Percent	Current Month Interest
General	$ 112,551,738			$ 112,551,738	2.52	$ 231,482
Risk Management	$ 6,676,552			$ 6,676,552	2.52	14,340
Colorado Preschool	$ 733,845			$ 733,845	2.52	1,576
Nutrition Service	$ 1,057,935			$ 1,057,935	2.52	2,272
Student Activity Spec Revenue	$ 5,831,347			$ 5,831,347	2.52	12,525
Community School	$ 3,723,766			$ 3,723,766	2.52	7,998
Fair Contributions	$ 6,712,049			$ 6,712,049	2.52	14,416
UMB Bond			$ 50,292,223	$ 50,292,223	NRA	90,731
Building 2016	$ 70,419,246			$ 70,419,246	2.52	153,871
Building 2018	$64,499,225			$ 64,499,225	2.52	138,532
Building Total				$ 134,918,470		292,403
Capital Reserve	$ 10,118,136			$ 10,118,136	2.52	21,732
Health Insurance Trust	$ 3,775,943			$ 3,775,943	2.52	8,110
Minimum Liability	$ 1,685,322			$ 1,685,322	2.52	3,620
Self Insurance Total				$ 5,461,265		11,730
Scholarship	$ 30,466			$ 30,466	2.52	62
Total	$ 287,815,568	$ -	$ 50,292,223	$ 338,107,791		$ 701,267

ST. VRAIN

academic excellence by design

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Waiver from Liability Insurance Requirement for the Frederick High School Education Foundation

RECOMMENDATION

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

BACKGROUND

Board Policy KBE-R – Organizational Options for Parent Organizations (POs), 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 Frederick High School Education Foundation appealed to the District's Finance and Audit Committee for a waiver from Board 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 **Frederick 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 Frederick 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 KF (Community Use of School Facilities).
4. The term of this Agreement shall be for the one year period from July 1, 2019 to June 30, 2020.
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_____, 2019, 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 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

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

RECOMMENDATION

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

BACKGROUND

Board Policy KBE-R – Organizational Options for Parent Organizations (POs), 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 officers 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 Board 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 KF (Community Use of School Facilities).
4. The term of this Agreement shall be for the one year period from July 1, 2019 to June 30, 2020.
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_____, 2019, 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 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

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

RECOMMENDATION

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

BACKGROUND

Board Policy KBE-R – Organizational Options for Parent Organizations (POs), 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 officers 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 Board 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 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 KF (Community Use of School Facilities).
4. The term of this Agreement shall be for the one year period from July 1, 2019 to June 30, 2020.
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_____, 2019, 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 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Second Reading, Adoption, Board Policies DJ/DJA – Purchasing/ Purchasing Authority; DJCA*-R – Purchasing Procedures; and DJE – Procurement Procedures

RECOMMENDATION

That the Board of Education approve proposed revisions to Board Policies DJ/DJA – Purchasing/Purchasing Authority; DJCA*-R – Purchasing Procedures; and DJE – Procurement Procedures.

BACKGROUND

Revisions to these policies and the accompanying regulation are necessary due to alignment with current practice, procedure, and applicable statutes and have been reviewed by administration and legal counsel.

These policies were first introduced to the Board of Education at their Regular Meeting on June 12, 2019.

Purchasing/Purchasing Authority

The Board's authority for the purchase of materials, equipment, supplies and services is extended to the superintendent through the listing allocations compiled as part of the budget-making process and approved by the Board through its adoption of the annual operating budget.

The superintendent delegates authority to the purchasing department to purchase such books, supplies, equipment and other materials as is required and permitted within the limits of the budget. The purchase of these items shall require no further Board approval. However, any single, non-budgeted purchase or expenditure greater than $100,000 shall require advance approval by the Board. This shall not apply, however, to private instructional placements required by law.

The superintendent delegates to the purchasing department the establishment of regulations for the efficient procurement and distribution of goods and services, except professional services, as set forth in state law.

The district shall primarily use the following methods of pricing when considering purchasing materials, equipment, supplies and services: competitively procured cooperative purchasing agreements, pre-approved educational price lists, invitation to bids (ITBs), request for proposals (RFP), and negotiations. These methods shall be used to obtain products and services in order to receive the greatest value for the district.

The purchasing department shall be responsible for administering the documents required for the acquisition of surplus property. Items acquired under government surplus shall not be appropriated for private use.

Adopted: October 19, 1977
Revised: April 25, 1984
Revised: November 17, 1993
Revised: June 11, 2003
Revised: February 14, 2007
Revised: May 12, 2010
Revised and recoded: October 28, 2015
Revised: June 28, 2017

LEGAL REF.: C.R.S. 22-32-109 (1)(b) (Board must adopt competitive bidding procedures for purchase of goods and services, except professional services)

CROSS REFS.: DJB, Federal Procurement
DJCA*, Purchasing Procedures
DJE, Procurement Procedures

Purchasing Procedures

Petty cash purchases (purchases less than $50)

1. Purchases up to $50 may be made from petty cash funds.

2. No one, including district employees, shall be allowed to cash checks from petty cash or any district fund in any office, school office, or cafeteria.

3. No purchase order shall be issued for purchases totaling less than $50 without the approval of the purchasing manager. Petty cash or purchasing cards are recommended for all purchases under $50.

Soliciting price quotations (purchases of $5,000 and up)

Price quotations shall be obtained for purchases of goods and services, except for professional services or educational workbooks, textbooks, library books and expendable science supplies. When quotations or bids are obtained, tabulations shall be made available to vendors upon request.

1. Price quotations shall not be required for purchases up to $5,000 or less. However, the purchasing department may request quotations for purchases less than $5,000 if deemed advantageous to the district.

2. Two or more quotations shall be required for purchases between $5,000 and up to but not including $25,000. Such quotations may be written, faxed, transmitted electronically or by email. The department or school requesting the purchase shall attach a copy of the quotations to the purchase requisition. Copies of the quotations shall be retained at the department or school.

3. Purchases of goods and services for the district costing $25,000 and up shall be made in accordance with the district's bidding procurement procedures (see DJE).

4. The district will comply with all applicable federal purchasing requirements in the expenditure of federal funds, including the prohibition of conducting business with suspended and debarred parties. The purchasing manager shall be responsible for checking all vendors against the System for Award Management (SAM) before issuing any purchase order or contract.

~~4.~~5. This shall not apply, however, to private instructional placements required by law.

Purchase orders

1. All purchase requisitions of over $5,000 and up will be reviewed and approved by the chief financial officer or designee. If the purchase order is not approved, it will be returned to the person initiating the purchase order with a written explanation.

2. Purchase requisitions will be prepared by the budget manager of the department or school for all items to be purchased except those purchased from petty cash or by purchasing card.
3. All purchase requisitions must be filled out as completely as possible and should include:

a. Complete name and address of vendor
b. Full description of the equipment, supplies and services to be purchased
c. Quantities, unit price and total price

4. A separate purchase requisition must be filled out for each vendor.
5. Upon approval, copies of the purchase order will be distributed appropriately.
6. When an employee sees an acceptable item of instructional merchandise while out of town attending an educational convention or in a similar circumstance and chooses to purchase the item with personal funds, the employee may apply for reimbursement. Reimbursement shall follow the financial services after-the-fact purchase approval process outlined in this regulation.

Relations with other departments

The purchasing office is responsible for cooperating closely with all other departments in obtaining goods and services which will best meet their needs. This will be done by wise and timely buying, by making known new and improved goods and services and by working toward the standardization of goods and services required.

The purchasing department will keep abreast of changing market conditions and inform the administration so that the district's present and future purchasing position will be protected.

Purchase commitments

No purchase may be made without prior approval and authorization. Exceptions to this procedure will be made only in cases of extreme emergency. After-the-fact purchase authorization over $50 shall require chief financial officer approval.
Vendors who supply goods or services without the consent of the purchasing department do so at their own risk. The district will not accept responsibility for bills incurred by individual employees who are not authorized to act on behalf of the district. Employees are forbidden to make purchases or order services in the name of the district without authorization.

Purchases for the private use of employees

The purchasing power of the district may not be used to obtain goods or services for the private use of any employee.

Approved: January 15, 1969
Revised: February 17, 1970
Revised: October 19, 1977
Revised: April 25, 1984
Revised: October 22, 1997
Revised: April 25, 2001
Revised: May 21, 2003
Revised: November 12, 2003
Revised: January 11, 2012
Revised: October 28, 2015

Recoded: June 28, 2017

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

Procurement Procedures

All purchases of services, supplies, materials and equipment of $25,000 and up shall be competitively procured. This shall not apply, however, to professional services, ~~or~~ instructional services or materials, or private instructional placements required by law.

The following may be used for competitive procurement:

1. An invitation to bid (ITB) from two or more firms. If the purchasing department determines that it is advantageous to the district to request written sealed bids for services, supplies, materials or equipment less than $25,000, it may do so at any time.

2. Where it is not possible to develop detailed specifications, a request for proposal (RFP) process shall be used. The purchasing department shall be responsible for coordinating the development of a set of objective criteria to be used as a basis for evaluation of these proposals. Requests for proposals shall be submitted from vendors in the same manner as an invitation to bid.

3. Specifications shall be written in such a manner as to stimulate competition among all levels of sales, manufacturing and service organizations (i.e., vendors who handle the same lines, vendors who handle competitive lines and manufacturers of competitive lines). The administrative unit requesting the purchase when feasible shall be responsible for writing and verifying all specifications. Assistance from the purchasing department shall be available.

4. If there is a need to maintain uniformity or to satisfy certain technical requirements, it may be appropriate to seek a product or service from a sole source or to stipulate one brand or manufacturer. Written documentation for this need shall be required. The purchasing department shall have the authority to request reconsideration of specifications or quantity of material if, in its opinion, the district's interests may be better served.

The following requirements shall be met for all competitive procurements:

1. The district shall issue notice of competitive procurements. If only one response is received, the purchasing department shall investigate and document the reasons.

2. All competitive procurements shall be facilitated through the purchasing department.

3. Sufficient time for submission of responses shall be allowed.

4. Responses shall be opened publicly at the time specified in the solicitation documents.

5. Recommendations for award shall be made in the best interest of the district.

Any vendor may withdraw a bid if a written request for withdrawal is received by the purchasing department prior to the time set for opening of responses. No vendor may withdraw a response after the time of the opening except in the case of an obvious error. In this event, the response may be withdrawn but not changed. Second-chance bidding shall not be allowed.

Barring extenuating circumstances, award of an ITB shall be made to the lowest responsive, responsible bidder who meets the qualifications for quality, price, terms and service. Award of an RFP shall be made in advance with the criteria outlined in the RFP document. The Board reserves the right to reject any and all bids in part or in whole.

When favorable to the district, preference shall be given to local and/or state businesses.

After the responses have been opened and awarded, all documents shall be available through open records requests. Open records requests will be compiled to the extent of the law, but original documents shall not be removed from the purchasing department.

The vendor to whom an award is made shall be required to submit proof of insurance to the district as outlined in the solicitation documents. Awarded vendors may also be required to enter into a written contract with the district. Any written contract shall include a provision requiring a criminal background check for any person providing direct services to students under the contract, including but not limited to, transportation, instruction or food services as required by law. The contracting entity shall be responsible for any costs associated with the background check.

Emergency purchasing

If adhering to this policy would cause a condition which likely would result in physical injury to persons, damage to district property or significant financial loss to the district, limited emergency purchases may be made without following competitive procurement procedures provided the superintendent or designee authorizes such purchases. Such deviation from policy shall be reported to the Board.

Adopted: November 19, 1968
Revised: November 11, 1978
Revised: April 25, 1984
Revised: November 17, 1993
Revised: June 8, 1994
Revised: December 10, 1997
Revised: May 21, 2003
Revised: April 11, 2007
Revised: June 24, 2009
Revised: January 11, 2012
Revised: March 14, 2012
Revised: October 28, 2015
Revised: June 28, 2017

LEGAL REFS.: C.R.S. 22-32-109 (1)(b) (Board required to adopt bidding procedures)
C.R.S. 22-32-122 (background check provision required in service contracts)
C.R.S. 24-18-201 (public official's interests in contracts)

CROSS REFS.: BCB, School Board Member Conflict of Interest
DJB*, Federal Procurement
DJCA, Purchasing Procedures

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Adoption, Board Policies EHC – Safeguarding Personal Identifying Information (new); IHBEA – English Language Learners; IKA – Grading/Assessment Systems; JF-E – Admission and Denial of Admission; JFABE* – Students in Foster Care; JFABE*-R – Students in Foster Care; JH – Student Absences and Excuses; JJJ – Extracurricular Activity Eligibility; and JQ – Student Fees, Fines and Charges

RECOMMENDATION

For the Board of Education to adopt revisions to Board Policies EHC – Safeguarding Personal Identifying Information (new); IHBEA – English Language Learners; IKA – Grading/Assessment Systems; JF-E – Admission and Denial of Admission; JFABE* – Students in Foster Care; JFABE*-R – Students in Foster Care; JH – Student Absences and Excuses; JJJ – Extracurricular Activity Eligibility; and JQ – Student Fees, Fines and Charges.

BACKGROUND

These Board policies have had revisions to reflect changes in law and recommendations made by Colorado Association of School Boards, administration and District legal counsel.

Board Policy BG – School Board Policy Process states, “Policy revision shall be accomplished in the same manner as policy adoption, except that revisions mandated by changes in law shall not require a second reading and may be adopted upon majority vote of the Board.”

Safeguarding Personal Identifying Information

The Board is committed to protecting the confidentiality of personal identifying information (PII) obtained, created and/or maintained by the district. The Board directs district staff to safeguard PII in accordance with this policy, other Board policies concerning the creation, use, storage or destruction of PII, and applicable law.

The district shall implement and maintain reasonable security procedures appropriate to the nature of the PII to protect against unauthorized access, use, modification, disclosure or destruction. The district shall require third parties that create, maintain and/or obtain PII to also maintain reasonable security procedures appropriate to the nature of the PII designed to protect against unauthorized access, use, modification, disclosure or destruction.

The district shall ensure that records containing PII are appropriately destroyed when no longer needed and in such a manner as to make the PII unreadable or indecipherable, unless such record is required to be retained by applicable law.

In the event of a security breach, as that term is defined by state law, the district shall conduct a prompt investigation to determine the likelihood that personal information has been or will be misused and notify those Colorado residents affected by the breach, the Colorado Attorney General's office and consumer reporting agencies, in accordance with the notification and timeline requirements of state law.

Adopted:

LEGAL REF.: C.R.S. 24-73-101 et seq. (consumer data privacy laws applicable to governmental entities, including school districts)

CROSS REFS.: EGAEA, Electronic Communication
EHB, Record Retention
GBJ, Personnel Records and Files
JRA/JRC, Student Records/Release of Information on Students

English Language Learners

In keeping with the intention of the state of Colorado and this school district to offer educational opportunities to those students with limited English proficiency, the district shall provide suitable research-based language instructional programs for all identified English language learners in grades kindergarten through 12 in accordance with the requirements of state and federal statutes, Colorado State Board of Education rules, and Colorado Department of Education guidance.

The district shall identify students as English language learners using the state-approved assessment for English language. Identified students shall be assessed annually to determine their level of proficiency in the English language.

The district shall certify to the Colorado Department of Education each year those students identified as English language learners ~~who are eligible for funding pursuant to the English Language Proficiency Act~~.

The district shall provide additional information as required by the Colorado Department of Education to comply with federal law.

Adopted: September 21, 1983
Revised: February 8, 1984
Revised: June 8, 1994
Revised: November 9, 2005
Revised: October 28, 2015

LEGAL REFS.: 20 U.S.C. 1703 (f) (denial of equal educational opportunity prohibited)
20 U.S.C. 6801 *et seq.* (language instruction for English language learners, including immigrant students)
42 U.S.C. 2000d (Title VI of the Civil Rights Act of 1964)
C.R.S. 22-24-101 (English Language Proficiency Act)
1 CCR 301-10 *et seq.* (State Board of Education rules for the Administration of the English Language Proficiency Act)

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

Grading/Assessment Systems

The Board believes that students will respond more positively to the opportunity for success than to the threat of failure. The district shall seek, therefore, in its instructional program to make achievement both recognizable and possible for students. It shall emphasize achievement in its processes of evaluating student performance.

State assessment system

State and federal law require district students to take standardized assessments in the instructional areas of English language arts, math and science. State law also requires students to take standardized assessments in the instructional area of social studies. Accordingly, the district shall administer standardized assessments pursuant to these state and federal legal requirements.

State law also requires the district to adopt policies and/or procedures concerning the use of pencil and paper on the computerized portion of state assessments; parent requests to excuse their children from taking state assessments; and the district's assessment calendar. This policy and its accompanying regulation represent the district's processes to address these requirements.

1. Pencil and paper testing option

The district may determine that a specific classroom or school within the district will use pencil and paper to complete the computerized portions of a state assessment. Factors that will be considered in making this determination include:

- the technological capacity and resources of the particular school/classroom;
- students' previous experience with computerized and written assessments;
- whether the instructional methodology of the particular school/classroom is consistent with the use of computerized assessments or written assessments; and
- the logistics of administering the state assessment in different formats at a particular school or schools.

Prior to making this determination, the superintendent or designee shall consult with the school principal(s) affected by this determination as well as parents/guardians of students enrolled in the district.

For students with disabilities, the use of pencil and paper instead of a computer to complete a state assessment shall be determined by the student's Individualized Education Program (IEP) team or Section 504 team, in accordance with applicable law.

2. Parent/guardian request for exemption

A parent/guardian who wishes to exempt his or her child from a particular state assessment or assessments shall make this request in accordance with this policy's accompanying regulation.

In accordance with state law, the district shall not impose a negative consequence upon a student whose parent/guardian has requested an exemption from a state assessment or assessments.

This policy's exemption process shall apply only to state assessments and shall not apply to district or classroom assessments. Students excused by their parents/guardians from participating in a state assessment or assessments shall not be prohibited from participating in an activity or from receiving any other form of reward that the district provides to students for participating in the state assessment.

3. Sharing of student state assessment results with parents/guardians

The Colorado Department of Education is required to provide diagnostic academic growth information for each student enrolled in the district and for each public school in the district based on the state assessment results for the preceding school years. Appropriate school personnel, including those who work directly with the student, shall have access to the student's state assessment results and longitudinal academic growth information and shall share with and explain that information to the student's parent/guardian.

District assessment system

In addition to the state assessment system, the district has developed a comprehensive assessment system that:

- challenges students to think critically, apply what they have learned and gives them the opportunity to demonstrate their skills and knowledge;
- includes "early warning" features that allow problems to be diagnosed promptly to let students, teachers and parents/guardians know that extra effort is necessary;
- provides reliable and valid information on student and school performance to educators, parents/guardians and employers; and
- provides timely and useful data for instructional improvement and improved student learning, including feedback useful in determining whether the curriculum is aligned with the district's academic standards.

In accordance with applicable law, the district's assessment system shall accommodate students with disabilities and English language learners.

The district's assessment results, in combination with state assessment results, will be used as the measurement of student achievement. It is believed these results will provide reliable and valid information about student progress on the district's academic standards.

Additional assessment information for parents/guardians

In accordance with state law and this policy's accompanying regulation, the district shall distribute an assessment calendar and related information to parents/guardians on an annual basis to inform them about the state and district assessments that the district plans to administer during the school year.

Classroom assessment system

Classroom assessment practices shall be aligned with the district's academic standards and assessment program. Assessment is an integral part of the teaching and learning process that should occur continuously in the classroom. The primary purpose of classroom assessment shall be to enable teachers to make instructional decisions for students on a continual basis.

Students are encouraged to engage in informal self-assessments as they study and attempt to solve problems, monitor their own progress and improve their learning.

Grading system

The administration and professional staff shall devise a grading system for evaluating and recording student progress and to measure student performance in conjunction with the district's academic standards. The records and reports of individual students shall be kept in a form meaningful to parents/guardians as well as teachers. The grading system shall be uniform district-wide at comparable grade levels. Peer grading of student assignments and classroom assessments is permissible. The intent of this practice is to teach material again in a new context and to show students how to assist and respect fellow students.

The Board shall approve the grading, reporting and assessment systems as developed by the professional staff, upon recommendation of the superintendent.

The Board recognizes that classroom grading and/or assessment systems, however effective, are subjective in nature but urges all professional staff members to conduct student evaluations as objectively as possible.

Adopted: October 8, 1982
Revised: August 8, 1984
Revised: June 8, 1994
Revised: June 11, 2008
Revised: August 12, 2015
Reviewed: October 28, 2015
Revised: September 14, 2016

LEGAL REFS.: 20 U.S.C. 6311 (b)(2)(A) (Every Student Succeeds Act (ESSA) requires states to implement mathematics, reading or language arts, and science assessments)
20 U.S.C. 6312 (e)(1)(B)(i) (under ESSA, district must provide information to parents regarding child's level of achievement and academic growth on state assessments)
20 U.S.C. 6312 (e)(2)(A) (under ESSA, district must provide information to a parent regarding district's opt-out policy for state assessments, at parent's request for such information)
C.R.S. 22-7-1006.3 (1) (state assessment implementation schedule)
C.R.S. 22-7-1006.3 (1)(d) (district must report to CDE the number of students who will take the state assessment in a pencil and paper format)

C.R.S. 22-7-1006.3 (7)(d) (state assessment results included on student report card if feasible)
C.R.S. 22-7-1006.3 (8)(a) (policy required to ensure explanation of student state assessment results)
C.R.S. 22-7-1013 (1) (district academic standards)
C.R.S. 22-7-1013 (6) (policy required regarding the use of pencil and paper on state assessments)
C.R.S. 22-7-1013 (7) (procedure required concerning distribution of assessment calendar to parents/guardians)
C.R.S. 22-7-1013 (8) (policy and procedure required to allow parents to excuse their children from participation in state assessments)
C.R.S. 22-7-1016 (2)(b) (results of state "readiness assessments" administered in high school must be included on high school student's final transcript)
C.R.S. 22-11-101 *et seq.* (Education Accountability Act of 2009)
C.R.S. 22-11-203 (2)(a) (principal required to provide educators access to their students' academic growth information "upon receipt" of that information)
C.R.S. 22-11-504 (3) (policy required to ensure explanation of student state assessment results and longitudinal growth information)
1 CCR 301-46 (Rules for the Administration of the College Entrance Exam)

CROSS REFS.: AED*, Accreditation
IK, Academic Achievement
JRA/JRC, Student Records/Release of Information on Students

Admission and Denial of Admission

According to the Colorado Revised Statutes 22-33-106 (2), subject to the district's responsibilities under the Exceptional Children's Educational Act (see policy JK*-2, Discipline of Students with Disabilities) and other laws pertaining to the education of students with disabilities, the following may be grounds for denial of admission to a public school or diversion to an appropriate alternate program:

1. Physical or mental disability such that the child cannot reasonably benefit from the programs available.

2. Physical or mental disability or disease causing the attendance of the child suffering therefrom to be inimical to the welfare of other students.

According to C.R.S. 22-33-106 (3)(a-f), the following may constitute additional grounds for denial of admission to a public school:

1. Graduating from the 12th grade of any school or receipt of any document evidencing completion of the equivalent of a secondary education.

2. Failure to meet age requirements.

3. Having been expelled from any school district during the preceding 12 months.

4. Not being a resident of the district unless otherwise entitled to attend under C.R.S. 22, Articles 23 (migrant children), 32 (exclusion of nonresidents) or 36 (schools of choice).

5. Failure to comply with the provisions of Part 9, Article 4, Title 25, C.R.S. (immunization requirements). Any denial of admission for such failure to comply shall not be recorded as a disciplinary action but may be recorded with the student's immunization record with an appropriate explanation.

6. Behavior in another school district during the preceding 12 months that is detrimental to the welfare or safety of other pupils or of school personnel.

According to C.R.S. 22-33-106 (4)(a), a student who has been expelled shall be prohibited from enrolling or re-enrolling in the same school in which the victim of the offense or member of the victim’s immediate family is enrolled or employed when:

1. the expelled student was convicted of a crime, adjudicated a juvenile delinquent, received a deferred judgment or was placed in a diversion program as a result of committing the offense for which the student was expelled;

2. there is an identifiable victim of the expelled student’s offense; and

3. the offense for which the student was expelled does not constitute a crime against property.

If the district has no actual knowledge of the name of the victim, the expelled student shall be prohibited from enrolling or re-enrolling only upon request of the victim or a member of the victim’s immediate family.

Students in out-of-home placements

State law limits the grounds for denial of enrollment regarding students in out-of-home placements, as defined by C.R.S. 22-32-138 (1)(he).

Issued: September 28, 2005
Revised and recoded: June 24, 2015

Students in Foster Care

It is the Board's intent to promote educational stability for students in foster care in accordance with state and federal law. ~~Terms used in this policy and its accompanying regulation, such as "foster care," "school of origin," "child's best interest" and "child welfare agency" shall be as defined by applicable federal law.~~

The district shall coordinate with other districts and with local child welfare agencies and other agencies or programs providing services to students in foster care as needed.

At least one staff member shall be designated to serve as the child welfare education liaison and fulfill the duties set forth in state and federal law.

Designation~~Duties~~ of the district's child welfare liaison and procedures for enrollment and transportation for students in foster care shall be made in accordance with the accompanying regulation and applicable law.

Adopted: February 28, 2018

LEGAL REFS.: 20 U.S.C. 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. 6311 (g)(1)(E) and 6312(c)(5) (provisions in Every Student Succeeds Act (ESSA) regarding obligations to students in foster care)
42 U.S.C. 671 (a)(10) and 675 (1)(G) (child welfare agency requirements related to supporting normalcy for children in foster care and ensuring educational stability of children in foster care)
34 C.F.R. 200.30 (f)(1)(iii*)* (ESSA's definition of "foster care")
C.R.S. 22-32-138 (school stability, transfer and enrollment of students in out-of-home placements)
C.R.S. 22-33-103 through 22-33-110 (school attendance law)

CROSS REFS.: JF, Admissions and Denial of Admissions
JH, Student Absences and Excuses
JJJ, Extracurricular Activity Eligibility
JLCB, Immunization of Students
JQ, Student Fees, Fines and Charges

Students in Foster Care

Child welfare education liaison

At least one district staff member shall be designated to serve as the child welfare education liaison. By August 15 of each year, the district shall report the name and contact information of the district's child welfare education liaison to the Colorado Department of Education.

The child welfare education liaison shall be responsible for working with child placement agencies, county departments of human services, and the state department of human services to facilitate the prompt and appropriate placement, transfer, and enrollment of students in foster care. ~~The specific duties of the child welfare education liaison shall include, but are not limited to:~~

- ~~working with social workers from county departments of human services, juvenile probation officers, and foster care parents to ensure the immediate school enrollment and prompt transfer of students' education information and records when students are required to change school enrollment due to changes in placement;~~
- ~~ensuring that the education information and records of a student in foster care are delivered to the student's new school within five school days after receiving a request for the transfer of the student's education information and records from a county department of human services;~~
- ~~participating and collaborating on best interest determinations with the local county department of human services; and~~
- ~~providing training to district staff on the Title I provisions and educational needs of students in foster care.~~

~~In addition to the liaison's duties pertaining to students in foster care, t~~The district's child welfare education liaison is also designated to receive notice of a student who is transitioning to public school from a state-licensed day treatment facility, facility school or hospital providing inpatient acute care or psychiatric services and who has been determined by that facility, facility school, hospital, or a court to be a risk to himself or herself or the community within the 12 months prior to the proposed transfer to a public school. Under certain circumstances, the child welfare education liaison may receive an invitation to participate in the development of a transition plan for such student.

Enrollment determinations

In making enrollment determinations, the child welfare education liaison shall assist appropriate county department of human services representatives in making "best interest of the child" education decisions, particularly the determination of whether or not it is in the best interest of the student in foster care to remain in his/her school of origin or to enroll in a new school.

Transfer of education records

If a student in foster care transfers to another school or district, the sending district shall transfer the student's education information and records to the receiving school as soon as possible but not to exceed ~~within~~ five school days after receiving a transfer request. ~~from the county department of human services that has legal custody of the student.~~

The sending district may release the student's education information and records to an employee of the county department of human services for the sole purpose of transferring the education information and records to the student's new school. Such release shall be in accordance with applicable state and federal law, including the Family Educational Rights and Privacy Act.

If the request for a records transfer involves a student who is receiving special education services pursuant to an individualized education plan, the sending district shall notify its special education director of the records request.

The sending district shall not delay the transfer of education information and records of a student in foster care for any reason, including but not limited to the existence of any unpaid fines or fees.

Enrollment in a new school

If it is determined that it is not in the student's best interest to remain in his/her school of origin and unless otherwise permitted by state law to deny enrollment, the district or new school shall immediately enroll a student in foster care in the new school, regardless of whether:

- the district or school has received the student's education records or certificate of immunization;
- the student can comply with any requirements pertaining to the use of school uniforms or other clothing restrictions; or
- the student can comply with any other pre-enrollment restrictions or requirements imposed by the district or new school.

If the district or new school enrolls a student in foster care without receiving the student's certificate of immunization, the district or school shall notify the applicable county department of human services ~~student's legal guardian~~ that, unless the district or school receives the student's certificate of immunization or a written authorization for administration of immunizations within fourteen (14) days after the student enrolls, the student in foster care shall be suspended until such time as the district or school receives the certificate of immunization or authorization.

Transfer of credits

When a student in foster care transfers from one school to another school, the sending school shall certify to the receiving school or district the coursework that the student fully or partially completed while enrolled. The receiving school or district shall accept the student's certified coursework as if it had been completed at the receiving school.

The receiving school or district shall apply all of the student's certified coursework toward completion of the student's requirements for ~~the~~ grade level promotion ~~in which the student is enrolled~~ at the receiving school or for graduation from the receiving school if the student is enrolled in 12th grade. The receiving school or district may award elective credit for any portion of the student's certified coursework that is not aligned with the curriculum of the receiving school or district.

Transportation

~~Applicable federal law requires the district to develop procedures to ensure that students in foster care who need transportation to their respective schools of origin promptly receive that transportation, and to ensure that such transportation is arranged and provided in a cost-effective manner. Accordingly, w~~When the district is notified that a student in foster care needs, or may need, transportation to a district school, the child welfare education liaison will take steps to establish an individualized plan that addresses transportation to maintain the student in his/her school of origin will be arranged, provided and funded for the duration of time that the student ~~is~~ in foster care ~~and~~ is attending his/her school of origin.

In establishing such a plan, the child welfare education liaison and other district staff shall follow any existing transportation procedures, systems-level plan or agreement that the district, acting in collaboration with one or more relevant departments of human services, has adopted or otherwise expressly agreed to implement for the cost-effective transportation of the student ~~in foster care. If there are additional costs in providing transportation to the school of origin, the district will provide such transportation if:~~

~~• the local county department of human services agrees to reimburse the district for the cost of such transportation;~~
- ~~the district agrees to pay for the cost; or~~
- ~~the district and local county department of human services agree to share the cost.~~

Adopted: February 28, 2018

Student Absences and Excuses

Philosophy

One criteria of a student's success in school is regular and punctual attendance. Frequent absences may lead to poor academic work, lack of social development and possible academic failure. Regular attendance is of utmost importance for school interest, social adjustment and scholastic achievement, particularly for closing the achievement gap. Continuity in the learning process and social adaptation is seriously disrupted by excessive absences. In most situations, the work missed cannot be made up adequately. Students who have good attendance generally achieve higher grades, enjoy school more and are more employable after leaving school. For at least these reasons, the Board believes that a student must satisfy two basic requirements in order to earn full class credit: (1) satisfy all academic requirements, and (2) exhibit good attendance habits as stated in this policy.

When developmentally appropriate, it is the responsibility of the student to attend school. Ultimately, however, the responsibility to ensure that the student has good attendance rests with the parent/guardian. According to state law, it is the obligation of every parent/guardian to ensure that every child under their care and supervision receives adequate education and training and, if of compulsory attendance age, attends school. Schools will inform the parents/guardians if a student's education is being jeopardized by poor attendance.

Each year the Board establishes the school attendance policy by adopting a school calendar. Students are required to have actual teacher-pupil instruction and contact time of 1,056 hours for secondary students and 968 hours for elementary students during each school year.

Attendance

Students are expected to enroll at the beginning of the school year, to attend regularly and to be prompt in arriving at school and at each class during the day.

Excused absences

The building principal or their designee will grant excused absences with substantiated reason. The following will be considered:

1. A student who is temporarily ill or injured or whose absence is approved by the administrator of the school of attendance on a prearranged basis. Prearranged absences shall be approved for appointments or circumstances of a *serious nature only* which cannot be taken care of outside of school hours.

2. A student who is absent for a prearranged extended period due to physical, mental or emotional disability.

3. A student who is pursuing a work-study program under the supervision of the school.

4. A student who is attending any school-sponsored activity or activities of an educational nature with advance approval by the administration.

The following may be considered excused absences at the discretion of the principal or designee:

1. Serious illness or death in the family.

2. Family emergencies or hardship.

3. Family vacations. (While discouraged, such excuses should be prearranged with the school administration. If a student has poor attendance or poor academic performance, a principal may deny an excused absence for vacation purposes.)

4. Religious observances when requested by a parent or guardian.

5. Absence required by a legal body or social agency (court, juvenile authorities, public health department or police).

6. Military connected students whose parent or legal guardian has been called to duty, is on leave from, or immediately returned from deployment.

The district may require suitable proof regarding the above exceptions, including written statements from a health care provider.

If a student is in out-of-home placement (as that term is defined by C.R.S. 22-32-138 (1)(he)), absences due to court appearances and participation in court-ordered activities shall be excused. The student's assigned social worker shall verify the student's absence was for a court appearance or court-ordered activity.

Unexcused absences

An unexcused absence is defined as an absence that is not covered by one of the foregoing exceptions. Each unexcused absence shall be entered on the student's record. The parents or guardians of the student receiving unexcused absences shall be notified orally or in writing by the district, district designee, or building staff.

Parents/guardians shall be required to furnish an explanation for student absenteeism either in writing or orally. Absences not explained within two days after returning to school shall be recorded as unexcused absences unless unusual or extenuating circumstances exist as determined by the building administrator.

In accordance with law, the district may impose academic penalties which relate directly to classes missed while unexcused. Students and parents/guardians may appeal to the area assistant superintendent or designee for exceptions to this policy or the accompanying regulations provided that no exception shall be sustained if the student fails to abide by all requirements imposed as conditions for granting any such exception.

The minimum number of unexcused absences a student may incur before judicial proceedings are initiated to enforce compulsory attendance is four (4) days in one month or ten (10) days during any school year.

Tardiness

Tardiness is defined as the appearance of a student without proper excuse after the scheduled time that a class begins. Because of the disruptive nature of tardiness and the detrimental effect upon the rights of the non-tardy student to uninterrupted learning,

penalties shall be imposed for excessive tardiness. Students who accumulate 3 unexcused tardies shall be issued one-half day unexcused absence. Parents/guardians shall be notified of all penalties regarding tardiness.

Teachers shall be responsible for addressing tardiness as a classroom management issue. Excessive tardiness may be referred to the administration for consideration as an attendance problem.

In an unavoidable situation, a student detained by another teacher or administrator shall not be considered tardy provided that the teacher or administrator gives the student a pass to enter the next class. Teachers shall honor passes presented in accordance with this policy.

Attendance officer

The Board shall appoint an attendance officer to assist school administrators in the enforcement of this policy and to assist in identifying the reasons for and causes of nonattendance and excessive absences.

The provisions of this policy shall be applicable to all students in the district, including those above and below the age for compulsory attendance as required by law.

Adopted: February 28, 1984
Revised: June 10, 1987
Revised: August 22, 1990
Revised: October 27, 1993
Revised: May 24, 1995
Revised: September 25, 1996
Revised: January 22, 1997
Revised: November 10, 1999
Revised: April 8, 2009
Revised: May 11, 2011
Revised: June 24, 2015
Revised: February 28, 2018

LEGAL REFS.: C.R.S. 22-14-101 *et seq.* (dropout prevention and student re-engagement)
C.R.S. 22-32-109 (1)(n) (length of school year, instruction & contact time)
C.R.S. 22-32-109.1 (2)(a) (conduct and discipline code)
C.R.S. 22-32-138 (6) (excused absence requirements for students in out-of-home placements)
C.R.S. 22-33-101 *et seq.* (School Attendance Law of 1963)
C.R.S. 22-33-105 (3)(d)(III) (opportunity to make up work during suspension)
C.R.S. 22-33-108 (judicial proceedings to enforce school attendance laws)
C.R.S. 22-33-203 (educational alternatives for expelled students and determination of credit)
1 CCR 301-78 Rules 1.00 *et seq.* (standardized calculation for counting student attendance and truancy)

CROSS REFS.: IC/ICA, School Year/School Calendar/Instruction Time
JEA, Compulsory Attendance Ages

JFABE*, Students in Foster Care
JFC, Student Withdrawal from School/Dropouts
JHB, Truancy
JK, Student Discipline
JKD/JKE, Suspension/Expulsion of Students (and Other Disciplinary Interventions)
JLIB, Student Dismissal Precautions

Extracurricular Activity Eligibility

Definitions

For purposes of this policy, the following definitions apply:

1. “Activity” means any extracurricular or interscholastic activity including but not limited to any academic, artistic, athletic, recreational or other related activity offered by a public school.

2. “School of residence” means the St. Vrain Valley School attendance area in which a student resides.

3. “School of attendance” means the school in which a student is enrolled and attends classes.

4. “School of participation" means a school in which the student participates in an activity but is not the student’s school of attendance.

5. “District of residence” means the school district in which a student resides.

6. “District of attendance” means the school district in which a student is enrolled and attends classes if the student does not attend school in his or her district of residence. For a homeschooled student, the district of attendance shall be determined in accordance with C.R.S. 22-33-104.5 (6).

Participation in activities

Students meeting eligibility requirements may participate in extracurricular activities at their school of attendance. Subject to the same eligibility requirements and in accordance with this policy and applicable law, the district shall allow students enrolled in any school (including charter schools, online education programs, nonpublic schools and nonpublic home-based educational programs) to participate on an equal basis in any activity offered by the district that is not offered at a student’s school of attendance.

If an activity is not available at a student’s school of attendance, the student may participate at another public school in the district of attendance or district of residence. When choosing, the student must choose the school that offers the greatest number of activities in which the student wishes to participate.

If an activity is not offered at any public school in the district of attendance or the district of residence, the student may seek to participate in a contiguous school district or at the nearest public school that offers the activity even if the school is not in a contiguous school district.

Regardless of whether the student seeks to participate in an activity at a public school in the district of attendance, district of residence, contiguous district or other district, the district in which the student seeks to participate shall choose the school of participation.

In choosing a school of participation, the district shall seek to maximize all students’ opportunities to participate in activities and shall consider certain factors, including but not limited to:

1. which public school of the district offers the most activities in which the student wishes to participate;
2. which public school or schools are nearest to the student's residence;
3. the preferences of the student's parents/guardians; and
4. such issues as may be presented for the district's consideration by a statewide high school activities association.

A student may participate in activities at more than one school of participation during the same school year only if the original school of participation does not offer an activity in which the student wishes to participate. This limitation applies regardless of whether the student participates in activities at a public or nonpublic school. Any additional school(s) of participation shall be chosen by the district in accordance with this policy.

With regard to athletic teams, the school of participation may reserve slots for up to twice the number of starting positions on the team at each level of competition for students enrolled in the district. With regard to individual athletic activities, the school of participation may reserve slots for up to half the total number of team members at each level of competition for students enrolled in the district.

Eligibility requirements

Eligibility requirements in the by-laws of the Colorado High School Activities Association (CHSAA) shall be observed by students at the high school level. Additional eligibility requirements may be imposed by the school district for both high school and middle school students. Such eligibility requirements may include, but not be limited to, good citizenship, acceptable academic standing, parental permission and good health (sports only).

To participate in activities at a school of attendance, a student shall meet all of the requirements imposed by the school of attendance.

To participate in activities at a school of participation students must comply with:

1. All eligibility requirements imposed by the school of participation.

2. The same responsibilities and standards of behavior, including related classroom and practice requirements that apply to enrolled students.

Student participation in an activity through any amateur association or league that is not a member of CHSAA shall not prevent the student from participating or affect eligibility to participate in the same activity at any school as long as the student has the express written permission of the principal at the school of participation, the student's class attendance is not compromised and the student is in good academic standing.

If a student has not met all of the eligibility requirements or if the student would have become ineligible to participate at a school, the student cannot gain or regain eligibility by applying to participate in activities at another school. Any penalties assessed to the student must first be paid at the school of attendance or participation before regaining eligibility to participate at another school.

Transfer students

If a student transfers enrollment to another school without an accompanying change of domicile by the student's parent/guardian, the student's eligibility to participate is determined by the district's eligibility requirements, CHSAA by-laws and applicable law.

Participation fee

Except as otherwise prohibited by state law, non-enrolled students participating in district activities shall pay the same fee charged enrolled students for participation in the activity.

The district cannot charge a participation fee to any student in out-of-home placement, as that term is defined by C.R.S. 22-32-138 (1)(h).

Appeal

Any student who is sanctioned or is found by the school, school district or CHSAA to be ineligible to participate in any extracurricular activity may appeal the sanction or finding. Students may not appeal sanctions for unsportsmanlike conduct or ejection from the activity.

Adopted: February 8,1984
Revised: June 25, 1986
Revised: February 8, 1984
Revised: June 8, 1994
Revised: February 22, 1995
Revised: September 25, 1996
Revised: April 12, 2000
Revised: September 12, 2001
Revised: September 14, 2005
Revised: June 24, 2015

LEGAL REFS.: C.R.S. 22-30.7-108 (online students' participation in extracurricular or interscholastic activities)
C.R.S. 22-32-116.5 (participation in extracurricular and interscholastic activities)
C.R.S. 22-32-138 (7) (waiver of extracurricular fees for students in out-of-home placements)
C.R.S. 22-33-104.5 (6) (homeschooled students' participation in extracurricular and interscholastic activities)

CROSS REF.: IHBG, Home Schooling
JFABE*, Students in Foster Care

Student Fees, Fines and Charges

Students shall not be charged an instructional fee as a condition of enrollment in school or as a condition of attendance in any class that is considered part of the academic portion of the district's educational program except tuition when allowed by law. However, the district may require students to pay textbook fees, fees for expendable materials and other miscellaneous fees as more fully set forth in this policy.

All student fees and charges shall be adopted by the Board annually at the beginning of each school year. Any fees added must be submitted for Board approval prior to the fee being charged. The fees shall remain in place until modified or removed by Board resolution. All student fees adopted by the Board shall be used for the purposes set forth in the motion and shall not be spent for any other purpose.

Fees attached to courses required for graduation may be waived upon request. Any fee not waived or not paid may exclude a student from that activity. Participation in courses, activities and acquisition of miscellaneous items may either be required or elective depending on individual student choice and academic pathway towards graduation. Fees related to courses, activities and miscellaneous items are required when a student's choice is elective or there are no additional options available for completion of a graduation requirement.

All fees for textbooks, expendable supplies and materials, and miscellaneous fees shall be waived for students in out-of-home placements, as that term is defined by C.R.S. 22-32-138 (1)(he).

Adopted: February 13, 1984
Revised: August 13, 1986
Revised: June 8, 1994
Revised: March 22, 1995
Revised: February 14, 1996
Revised: November 10, 1999
Revised: March 12, 2003
Revised: April 1, 2015
Revised: June 24, 2015
Revised: February 28, 2018

LEGAL REFS.: C.R.S. 22-32-109 (1)(u) (free textbooks to indigent students without loss/damage deposit)
C.R.S. 22-32-110 (1)(o) (textbooks for free or reasonable rental fee)
C.R.S. 22-32-110 (1)(jj) (board power to assess fines or fees for the return or replacement of textbooks, library resources or other school property)
C.R.S. 22-32-113 (5) (transportation of pupils and imposition of fee for excess transportation costs)
C.R.S. 22-32-117 (fees)
C.R.S. 22-32-118 (summer school fees)
C.R.S. 22-32-138 (7) (waiver of fees for students in out-of-home placements)
C.R.S. 22-45-104 (disposition of moneys collected from fines and fees)

CROSS REFS.: EEA, Student Transportation
EFC, Free and Reduced-Price Food Services
JFABE*, Students in Foster Care
JJJ, Extracurricular Activity Eligibility

Public Concerns and Complaints

The Board of Education strives to foster a constructive working relationship between the St. Vrain Valley School District, employees and the public by providing a fair, orderly, and timely process for handling concerns and complaints concerning the operation of the school district. ~~This policy shall apply to all public complaints except those included in Policy KEC, Public Complaints About the Curriculum or Instructional Materials or Strategies~~. Pubic complaints concerning unlawful discrimination, instructional resources, or teaching methods shall be processed according to applicable Board policy, as listed in this policy's cross references.

The Board of Education relies on district ~~employees~~staff to resolve concerns raised by the public, and believes that complaints are best handled and resolved as close to their origin as possible. It is the policy of the Board to provide for such resolution at the level most directly involved first and in an informal manner if possible. If resolution at the direct level cannot be accomplished, the concern may be reviewed by the principal, appropriate district-level supervisor and/or the superintendent.

This policy shall not apply to parent/guardian concerns or complaints filed on behalf of a student or concerning a student. If a parent/guardian files a complaint, the district shall follow applicable Board policy in responding to the complaint, as listed in this policy's cross references.

~~When a complaint is made directly to an individual Board member, the procedure outlined below shall be followed:~~

~~1. The Board member shall refer the person making the complaint to the principal, appropriate district-level supervisor or the superintendent.~~

~~2. If the person will not personally present the complaint to the principal or superintendent, the Board member shall then ask that the complaint be written and signed. The Board member may then refer the complaint to the principal, appropriate district-level supervisor or superintendent for investigation.~~

~~3. If at any time the person making the complaint feels that a satisfactory reply has not been received from a principal or district-level supervisor, that person should be advised to consult with the superintendent.~~

Adopted: February 28, 1968
Revised: September 12, 1984
Revised: April 22, 1992
Revised: September 8, 1993
Revised: October 12, 1994
Revised: April 14, 2010
Revised: October 28, 2015

CONTRACT REF.: SVVEA Agreement, Article 7–Teacher Files

CROSS REFS.: AC, Nondiscrimination/Equal Opportunity
IKE, Ensuring All Students Meet Standards
JII, Student Concerns, Complaints and Grievances
JKD/JKE, Suspension/Expulsion of Students (And Other Disciplinary Interventions)
JRA/JRC, Student Records/Release of Information on Students

KEC, Public Concerns/Complaints about Instructional Resources
KEF*, Public Concerns/Complaints about Teaching Methods, Activities or Presentations

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Second Reading, Adoption, Board Exhibit JQ-E – Schedule of Student Fees (2018-2019)

RECOMMENDATION

For the Board of Education to adopt revisions to Board Exhibit JQ-E – Schedule of Student Fees (2018-2019).

BACKGROUND

Recommendations for fees to be charged for various courses provided within the District are suggested by District leadership annually. These fees are to be used for consumable products necessary for the success of the students enrolled in those particular courses. These revisions were first reviewed at the June 12, 2019 Regular Board Meeting.

Dr. Diane Lauer, Assistant Superintendent for Priority Programs and Academic Support, will be available for questions.

Schedule of Student Fees
(20189-201920)

Participation in courses, activities and acquisition of miscellaneous items may either be required or elective depending on individual student choice and academic pathway towards graduation. Fees related to courses, activities and miscellaneous items are required when a student's choice is elective or there are no additional options available for completion of a graduation requirement.

ELEMENTARY LEVEL

Students may be requested to bring specific, necessary supplies for their own use in the classroom. A district-wide common supply list will be provided to the parent. Schools may not require students to bring supplies to the class to be "pooled" or for shared use by the other students. Donations voluntarily shared will be considered optional.

Course/Activities/Miscellaneous Fees	Cost	Description
~~Full Day Kindergarten~~	~~$145~~	~~Registration for program~~
Materials Fees	$10	School-specific, hard-to-find expendable items and non-standard classroom materials
100 Mile Club	$10	Incentive package for optional participation
Replacement Bus Pass	$5	Funds the replacement of a lost bus pass

MIDDLE SCHOOL LEVEL

Students may be requested to bring specific, necessary supplies for their own use in the classroom. A district-wide common supply list will be provided to the parent. Schools may not require students to bring supplies to the class to be "pooled" or for shared use by the other students. Donations voluntarily shared will be considered optional.

Course/Activities/Miscellaneous Fees	Cost	Description
COURSES Art Courses	$15	Supplies and Materials
Family and Consumer Science Courses	$20	Supplies and Materials
~~Math Courses~~	~~$10~~	~~Workbooks~~
Music Courses	$20	Supplies, Materials and Parts Replacement
Physical Education Courses	$15	Uniform
Science Courses	$10	~~Supplies,~~ Materials and Lab Fees (Consumable Experiment Items)
World Language Courses	$12	Workbooks

ACTIVITIES Athletics	$55	Per sport – Intramurals Participation
MISCELLANEOUS Technology Courses 1:1 Technology Insurance	$15 $~~35~~25 $~~17.50~~12.50	Supplies and Materials Full Year – Optional insurance fee Semester – Optional insurance fee
Photo ID Replacement	Not to Exceed $4	Lost/Stolen Replacement (Original no cost)
Planners	$7	Assignment Notebooks
Replacement Bus Pass	$5	Funds the replacement of a lost bus pass

HIGH SCHOOL LEVEL
Schools may not require students to bring supplies to class to be "pooled" or for shared use by other students. Donations voluntarily shared will be considered optional.

Advanced Placement (AP), International Baccalaureate (IB), STEM and other focus program courses may incur additional costs that will vary.

Testing-Related Costs for activities such as AP, SAT, ACT, PSAT, etc., may incur costs for materials and administration. Actual costs will vary.

Course/Activities/Miscellaneous Fees	Cost	Description
COURSES Arts (Visual/Performing) Courses	Not to Exceed $30	Supplies and Materials
Career and Technical Education Courses (Site-Based) Includes - Family and Consumer Science Courses and Business Courses Stage Technology	Not to Exceed $20 Not to Exceed $30	Supplies, Materials and Workbooks Supplies and Materials
Marching Band	Not to Exceed $50	Entry Fees, Transportation and Color Guard Costs
Music Courses	Not to Exceed $20	Supplies, Materials, Workbooks and Uniform Rentals
Physical Education Courses	Not to Exceed $10	Supplies, Materials, PE Lock and CPR/First Aid Cards
Science Courses	Not to Exceed $10	Supplies, Materials and Workbooks
Technology Courses Includes - Computer Science	Not to Exceed $10	Supplies and Materials
World Language Courses	Not to Exceed $30	Supplies, Materials and Workbooks

ACTIVITIES Athletics	 $150 $120 Exception: $500 Family Maximum	 1st and 2nd sport – Participation 3rd sport – Participation
Cheerleading	Not to Exceed $30	Participation
Forensics	Not to Exceed $120	Participation
MISCELLANEOUS 1:1 Technology Insurance	 $~~35~~25 $~~17.50~~12.50	 Full year – Optional insurance fee Semester – Optional insurance fee
Parking Pass	Not to Exceed $5 Annually	Decals and Administrative Costs
Photo ID Replacement	Not to Exceed $4	Lost/Stolen Replacement (Original no cost)
Replacement Bus Pass	$5	Funds the replacement of a lost bus pass

Career Development Center

Course/Activities/Miscellaneous Fees	Cost	Description
Automotive Technology	$40	Uniform, ~~Safety Glasses,~~ Supplies and Materials
~~Multimedia~~	~~$40~~	~~Supplies and Materials~~
~~Cosmetology~~	~~$450 Hairstyling Kit~~	~~Program Kit, Lab Fee~~
Culinary Arts (~~Restaurant Careers~~ProStart) First Year Second Year Third Year	 $50 $70 $35	 Student Kit Student Kit Student Kit (If equipment from first year already purchased – if not, total cost from year 1 and 2 also needed)
~~Dental Assisting~~	~~$35~~	~~Supplies and Materials, Dental Convention – CPR Certification~~
~~Emergency Response~~	~~$45~~	~~Supplies and Materials, CPR Certification~~
Engineering Technology	$80 not to exceed $15	Supplies and Materials
Health ~~Careers~~Science	$50 not to exceed $20	Supplies and Materials, CPR Certification
~~Plant and Environmental Tech/Horticulture~~Agricultural Sciences	$25 not to exceed $20	Supplies and Materials
Welding	$20	Supplies and Materials
Manufacturing Technology	Not to exceed $15	

The Board may approve fees recommended by the superintendent as tuition for programs offered during that period of the calendar year not embraced within the regular school year.

Adopted: March 12, 2003
Revised: December 10, 2003
Revised: January 14, 2004
Revised: December 8, 2004
Revised: January 26, 2005
Revised: December 14, 2005
Revised: December 13, 2006
Revised: January 23, 2008
Revised: February 11, 2009
Revised: September 9, 2009
Revised: February 10, 2010
Revised: March 9, 2011
Revised: May 9, 2012
Revised: April 10, 2013
Revised: December 11, 2013
Revised: May 14, 2014
Revised: April 1, 2015
Revised: June 24, 2015
Revised: September 14, 2016
Revised: November 8, 2017
Revised: August 8, 2018

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

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Architect Selection for Frederick High School Addition & Renovation Project

RECOMMENDATION

That the Board of Education approve the selection of CannonDesign for architecture and engineering services for the Frederick High School Addition and Renovation Project for a maximum amount of $614,000, and an initial contract value of $558,000. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and change orders up to the maximum spending amount, in accordance with Board of Education policy.

BACKGROUND

The architect review committee reviewed responses to RFQ 2017-037 "Architectural Services for District Projects." CannonDesign was selected as the most qualified for the project based on their performance in the interview process and their proposed team for the project.

This project has been planned for in the 2016 Bond program. The item is being brought forth to comply with Board policy FEG which states that any items over $100,000 must have Board approval.

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Change Order 8 to Construction Manager/General Contractor (CM/GC) Contract for Erie High Addition and Renovation Project

RECOMMENDATION

That the Board of Education approve Change Order 8 for $646,955 to the Construction Manager/General Contractor (CMGC) contract with JHL Constructors, Inc., for the Erie High Addition and Renovation Project for the already approved total contract value amount of $14,033,766. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

This Change Order includes the bleacher expansion and associated site work at Erie High School.

Funding for the project is through both the 2016 Bond program and the Capital Reserve fund. This item is being brought forth to comply with Board policy FEH stating any items over $99,999 must have Board approval.

Original Agreement Amount (a)	$ 14,033,766
Previous change orders (b)	$ 13,049,356
Current change order (c)	$ 646,955
Total changes (previous + current) (d)	$ 13,696,311
New contract amount (e)	$ 13,696,311
Increase to Original Agreement Amount	$ 0

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract for IT Service Management Solution (ITSM)

RECOMMENDATION

That the Board of Education approve a contract with Creative Enterprise Solutions, LLC, for a Cherwell IT Service Management Solution, and further authorize Greg Fieth, Chief Financial Officer, to sign all necessary documents.

BACKGROUND

The Purchasing Department and District Technology Services (DTS) issued Request for Proposal (RFP) 2019-018 for an IT Service Management Solution on November 9, 2018. Seven (7) responses were received on December 6, 2018. Responses were evaluated and the top two (2) firms were selected to participate in a product demonstration and interview process.

As a result of this process and further negotiation, it was determined that Creative Enterprise Solutions, LLC, provided the most advantageous solution to the District.

The cost to the District for the initial year will be $132,875 for software licensing, professional services, training and support. Annual software licensing and ongoing support for years two (2) through five (5) are estimated to not exceed $36,000 each year.

This software solution will provide enhanced capabilities to improve IT service processes. Incident and Problem Management modules will provide better work tracking tools for IT staff. This also includes a better interface for District staff to search for help with technology issues and submit requests for assistance. Change Management and Configuration Management will facilitate planning for modification of existing systems. The Asset Management module will allow for better accountability of both current and retired technology assets.

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Vendors for the Purchase of Surplus Technology Products

RECOMMENDATION

That the Board of Education approve the following pre-qualified vendors to purchase surplus technology products over $100,000 during Fiscal Year 2020.

Vendor Name	Services Provided	Pricing Method	FY 20 Est. Purchases	FY19 Total Purchases
Cal State Electronics	Technology Purchase	RFQ		$183,162.50
CDI Computers	"	"		$7,589.00
CDR Global	"	"		$0
Diamond Assets	"	"		$1,386,583.00
Sycamore International	"	"		$138,037.50

BACKGROUND

The listed vendors have been determined prequalified by District Technology Services (DTS) through a Request for Qualifications process (RFQ #2019-054).

This information is presented in an effort to streamline the District's policy requirement that the Board approve vendors to whom will purchase over $100,000 of surplus technology in a single fiscal year.

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Aspen Ridge Preparatory School Contract Renewal

RECOMMENDATION

That the Board of Education approve the 2019-2022 contract with Aspen Ridge Preparatory School.

BACKGROUND

The District negotiated a standardized three-year contract document with the charter schools in 2016. This year, the charter schools negotiated together to refine and update this standardized document. The three-year term remains, but the contract now contains two optional one-year renewals.

Aspen Ridge's contract specifies that they have a private preschool and will purchase services from the District in lieu of receiving some federal and state grant funds directly.

All charter school contracts were discussed at the June 12, 2019 Board Meeting, and are presented individually this evening for approval.

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

TABLE OF CONTENTS

Section	Caption	Page
	RECITALS	4
1.	DEFINITIONS	4
2.	ESTABLISHMENT OF SCHOOL	
2.1	Term	6
2.2	Charter school legal status	6
3.	DISTRICT-SCHOOL RELATIONSHIP	
3.1	District responsibilities and rights	7
3.2	School responsibilities and rights	8
3.3	Procedures for contract amendments	11
3.4	District-School dispute resolution procedures	12
3.5	Other remedies	13
3.6	District violations of charter school law or contract	14
4.	SCHOOL GOVERNANCE	
4.1	Governance	15
4.2	Corporate purpose	15
4.3	Transparency	15
4.4	Complaints	15
4.5	Contracting for core educational services	15
5.	OPERATION OF SCHOOL AND WAIVERS	
5.1	Operational powers	16
5.2	Transportation	16
5.3	Food services	16
5.4	Insurance	16
5.5	Waivers	17
6.	SCHOOL ENROLLMENT AND DEMOGRAPHICS	
6.1	School grade levels	19
6.2	Student demographics	19
6.3	Eligibility for enrollment	19
6.4	Enrollment preferences, selection method, timeline and procedures	19
6.5	Admission procedures	19

6.6	Participation in other District programs	21
6.7	Non-resident admissions	21
6.8	Student movement after October 1	21
6.9	Expulsion and denial of admission	21
6.10	Continuing enrollment	22
7.	EDUCATIONAL PROGRAM	
7.1	Vision and mission	23
7.2	Unified Improvement Plan	23
7.3	District Accreditation Indicators	23
7.4	Educational program characteristics	23
7.5	Online program	23
7.6	Curriculum, instructional program and pupil performance standards	23
7.7	English language learners	23
7.8	Education of students with disabilities	24
7.9	Education of students with 504 Plans	26
8.	FINANCIAL MATTERS	
8.1	Revenues	27
8.2	Disbursement of per pupil revenue	28
8.3	Adjustments to funding	29
8.4	Budget	29
8.5	Enrollment projections	29
8.6	TABOR reserve	30
8.7	Non-appropriation of funds	30
8.8	Contracting	30
8.9	Annual audit	30
8.10	Quarterly reporting	31
8.11	Non-commingling	31
8.12	Encumbrances and borrowing	31
8.13	Accounting system	31
8.14	Building corporation	31
9.	PERSONNEL	
9.1	Employee status	32
9.2	District teachers	32
10.	SERVICE CONTRACTS WITH DISTRICT	
10.1	Direct costs	33
10.2	District services	33
10.3	Special education services	33
10.4	Student information data processing system	33
10.5	Substitute Scheduling System	33
10.6	Personnel services	34
10.7	Additional services	34

11.	FACILITIES	
11.1	Location	35
11.2	Use of District facilities	35
11.3	Impracticability of use	35
11.4	Long-range facility needs	35
12.	CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE	
12.1	Renewal	36
12.2	Termination and appeal	36
12.3	School-initiated closure	36
12.4	Dissolution	37
12.5	Return of property	37
13.	GENERAL PROVISIONS	
13.1	Order of precedence	38
13.2	Amendments	38
13.3	Merger	38
13.4	Non-assignment	38
13.5	Governing law and enforceability	38
13.6	No third-party beneficiary	38
13.7	No waiver	38
13.8	Notice	38
13.9	Severability	39
SIGNATURE PAGE		40
EXHIBIT A	WAIVERS FROM STATE LAW AND/OR REGULATIONS	
EXHIBIT B	DISTRICT POLICY EXEMPTIONS/WAIVERS	
EXHIBIT C	OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION	
EXHIBIT D	ENROLLMENT PROCEDURES	
EXHIBIT E	UNIFIED IMPROVEMENT PLAN	
EXHIBIT F	DISTRICT ACCREDITATION INDICATORS	
EXHIBIT G	EDUCATIONAL PROGRAM CHARACTERISTICS	
EXHIBIT H	PLAN FOR ENGLISH LANGUAGE LEARNERS	
EXHIBIT I	DUE PROCESS GUIDELINES AND CHECKLIST	
EXHIBIT J	ADDITIONAL SERVICES AGREEMENT	

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

This Contract is made and entered on June 26, 2019 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district, hereafter referred to as the "District" and **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, the School District Board of Education, hereafter referred to as the "Board," previously approved a renewal charter application for School as a District charter school through June 30, 2024, 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 Charter School Name.

Charter Board shall mean the Charter School Name. Board of Directors.

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

Administrator shall mean the principal/executive director of the School.

Application shall mean the School's application for a charter school, dated October 28, 2009.

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

CDE shall mean the Colorado State Department 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 May 8, 2019.

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

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

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, 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.

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.

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.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

2. ESTABLISHMENT OF SCHOOL

2.1 Term. This Contract is effective as of July 1, 2019 for a three-year period, terminating on June 30, 2022. The District may extend the Contract for two (2) separate one (1) year terms. The District shall provide the School with written notice no less than one-hundred fifty (150) days prior to June 30, 2022 in order to exercise the first one (1) year term extension and with written notice no less than one-hundred fifty (150) days prior to June 30, 2023 in order to exercise the second one (1) year term extension. Except as herein contained or otherwise agreed pursuant to Section 13.2 (Page 38), all other terms and conditions of the Contract shall remain the same under the one (1) year extension(s).

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 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 non-profit. 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 (Page 17) 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.

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 that 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 (10) 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 3.2.5.a (Page 10)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 (Page 23).

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 (Page 33), 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. 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 (3) 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. Any time there is knowledge of an incident involving an employee or student that may generate significant negative press or public notoriety to the school or school district.
7. A change in the administrative leader of the School.

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 or indictment 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 (60) 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 CDE as set forth in 1 CCR 301-37, §15.00.
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 Safety. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August to the District

Security Manager, who will be responsible for communicating the information to local responders.

3.2.4 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 (Page 17). 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.

3.2.5 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 (10) Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 (Page 12) 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 (10) business days or such other time as the parties may agree to cure such breach.

b. Required financial reports (in Excel format, unless otherwise noted)

    1. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    2. Annually, as specified:
        i. Calendar year-end trial balance – February 1
        ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        iii. Projected enrollment – Preliminary by Feb 1, adjusted by March 15
        iv. Proposed Budget – April 15
        v. Charter Board adopted budget – June 30
        vi. Draft of annual audit with Trial Balance – September 1 or as reasonably scheduled by District auditors
        vii. Verification of prior year charter approved special education expenditures – September 15

viii. Final annual audit with Trial Balance – October 1 or as scheduled by District auditors

ix. 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.

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 and January 31.

i. The District HR department will retain information on School personnel provided on the completed CDE Employee Data Collection Form.

ii. 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 CDE or other Federal or State governmental authorities.

iii. The School will communicate with the District regarding employees requiring SVVSD accounts (to include Active Directory and Infinite Campus; does *not* include email except where noted in Exhibit J), and within 48 hours of employee termination in order to ensure those accounts are disabled in a timely manner.

3.2.6 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 (60) 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.

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 (3) 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 ten (10) calendar days after the close of the hearing. Such report will contain findings provided that the arbitrator is not authorized to modify, add to or subtract from this agreement. The arbitrator will issue a brief, confidential statement of findings and a recommendation to the parties. The Board of Education may act to accept or reject such recommendation at the next regularly scheduled meeting occurring at least two weeks after receipt of the arbitrator's recommendation and, at that time, will release the arbitrator's findings within the meaning of C.R.S. 22-30.5-107.5(3)(b).

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 (Page 36). 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 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.

a. 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 3.2.5 (Page 10) by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4 (Page 29).

b. 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, C.R.S. 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.

c. 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 3.4.b (Page 12). 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.

d. 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.

e. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in Section 8 (Pages 27-31) or deficiencies related to financial reporting requirements outlined in section 3.2.5.b (Page 10) occurs, the District may, upon Board action, require the school to:
   1. 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
   2. 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 (Page 12).

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 (Page 6) 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, 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.

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 which shall not be unreasonably delayed or denied); 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 insurance (including owned, hired and non-owned vehicles). The School will also purchase a bond or crime insurance and property insurance that covers 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

(10) Days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.
In consideration of the possibility of a data breach of protected information and/or the introduction of malicious code, and due to the Charter contracting with the District to use certain shared platforms that contain protected information, responsibility for the breach of information shall be governed as follows. For a covered cause of loss, District liability coverage may extend if the Charter is affected by a claim or loss resulting from the District's failure to properly handle, manage, store, destroy, or otherwise control Personally Identifiable Information, educational information, financial information, or other forms of protected information, subject to policy terms, conditions, and exclusions. if the breach is caused by a system the District contracts for that the charters use, the District insurance is primary.

If the cause of loss is determined to result from a third party vendor or contractor contracted by the Charter, or a breach stemming from the Charter, or Charter users of the platform, coverage would be the responsibility of the Charter's liability carrier. The charter agrees to indemnify the District against any claims or causes of loss that arise from any successful or attempted breach of data at the level of the Charter or the Charter's users.

5.5 Waivers.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

   Waivers are not required, but may be granted or requested for purposes of clarity, when a statute or policy by its express terms does not apply to charter schools. The District will reasonably cooperate with the School in granting waivers of policy or applying for waivers of statute when such waivers are necessary or appropriate to enable the School to serve the best interests of students and fulfill its mission.

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

b. 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.

c. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty

(30) 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 (30) 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.

d. 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.

e. A list of all state waivers is included as **EXHIBIT A**. A list of all District policy waivers is included as **EXHIBIT B.**

6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through grade eight, including other ancillary activities, including a private preschool that is not subject to District oversight.

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 C**, 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 D**.

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

a. Following the application deadline and upon completing the lottery, if appropriate, the School shall request that the student/District provide the most recent Individualized Education Program ("IEP") IEP or Section 504 Plan, if any.

b. When an applicant has an existing IEP Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District Special Education representative shall review the IEP Plan, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the services 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 Special Education representative will convene a complete IEP Plan team to make the final determination. If the determination by the full team is that the IEP Plan cannot be fully implemented at the School and

therefore a Free Appropriate Public Education (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 Plan Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Special Education, along with parents, will participate in the IEP Plan Team meeting at the School.

c. Admission of applicants with an IEP Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the IEP Plan , unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP Plan team review meeting is held and the Plan 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 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

d. When an applicant has an existing Section 504 Plan, prior to the decision to deny admission, a Review Team consisting of the School Principal or designee, the School 504 Coordinator, and the executive director of Student Services shall review the Section 504 Plan. If deemed appropriate, the Review Team will confer with staff at the student's previous school to determine whether the services 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 executive director of Student Services will convene a Section 504 Plan team to make the final determination. The 504 Plan Team shall consist of the principal or designee of the charter school, parents of the student, the area assistant superintendent(s) of schools, the executive director of Student Services and any other participants as required by federal law. If the determination by the 504 team is that the Section 504 Plan cannot be fully implemented at the School, the student's application for admission will be denied and the student's current placement will be determined by the 504 Plan Team. If the 504 Plan Team cannot reach consensus, then the student's placement will be determined by the area assistant superintendent(s) of the sending and receiving schools.

e. Admission of applicants with a Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with a Section 504 Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review

staffing by the full Section 504 Plan team review meeting is held and the Plan 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 Section 504 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

f. 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.

6.6 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.

6.7 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 reside outside the District. Once accepted for enrollment, a non-District resident student may re-enroll 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. The Charter Board, however, 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, in conformance with state statutes and the District's policies 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., to conduct a due process hearing. To ensure a fair process, the Charter Board must provide notice of the contemplated action to the student and parents/guardians. The Board must also prepare an evidence notebook regarding the grounds for expulsion including, without limitation, student data, witness statements, photographs, copies of school rules/regulations, and other evidence. The evidence must

be presented to a designated hearing officer at the hearing to render findings of fact and recommendations in accordance with relevant state and federal laws and the District's policies regarding expulsion and denial of admission. Following a hearing, the Charter Board's designated hearing officer shall issue its confidential written recommendation and convey the same, together with the evidence notebook described above and a copy of the taped proceedings, to the District no later than two (2) school days after the hearing. The District's Superintendent or designee shall review the hearing officer's recommendation and the file and determine whether the School's removal was warranted and in compliance with federal and state laws and the School's policies. The Superintendent or designee will issue a written decision, which shall be final as to the removal of the student from enrollment in the School. The approval to remove a student from the school shall not be unreasonably withheld.

The District's Superintendent or designee shall additionally determine whether the grounds for removal from the School also constitutes grounds for possible expulsion from all schools within the District, and the District may proceed with an expulsion hearing pursuant to the District's policies and regulations.

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.

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 E**.

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 F**. 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 G**, subject to modification with the District's written approval.

7.5 Online 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 CMAS tests as required by the State, subject to the statutory right of parents to opt out of the test. The School will not impose consequences on students or parents that have the effect of encouraging or discouraging students or parents from opting out. The School may recommend or reasonably advocate that parents not opt out. 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 H**. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.

7.8 Education of students with disabilities.

a. 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.

b. The District will provide all special education support services to students at the School, except that the School will hire its own special education teacher(s) and paraprofessionals subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education. 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. The school may hire itinerant staff with District approval, subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education.

c. The cost for special education services is described in Section 10.3 (Page 33). 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), CDE's Federal Complaints Officer, or Individuals with Disabilities Education Act (IDEA) due process proceedings. In the case that findings from the complaint indicate gross negligence of school staff, the School shall have the responsibility for paying for all fees and expenses, including attorneys' fees, expert costs, settlements and judgments, incurred and related to the School's special education students. 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 Review Team, it will be the responsibility of the District.

d. 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. In the case where The School Administrator and

the Director of Special Education disagree about interpretation or application of statute or regulation with regard to a matter at The School, The School may express any legal concerns to counsel for the District prior to a final decision being communicated by the Executive Director of Special Education with regard to said matter.

e. 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 Special Education, 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.

f. 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 during the school year, following their employment, and be supported by a mentor selected by the Special Education Department throughout the first year of employment.

g. 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.

h. 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.

i. If a student needs support outside of the school day to participate in a school-related activity, the support must be pre-approved by the Special Education Executive Director. If the need is determined and approved by the Special Education Executive Director, the school shall have responsibility for hiring and paying for the support and the cost shall be included in the cost model outlined in Section 10.3 (Page 33).

a. 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.

b. 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.

c. Gifted and Talented services will follow state approved pathways for identification and the provision of services.

7.9 Education of students with 504 Plans. 504 Plans are developed by the School. The School must have a designated 504 Plan coordinator. The District will provide training and consultation to the School 504 Plan coordinator.

8. FINANCIAL MATTERS

8.1 Revenues

1. District Per Pupil Revenue (PPR) 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 PPR 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 funds) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds by the District. 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. In lieu of funds, the School may receive federally funded goods or services from the District. Specific goods and services would be negotiated and documented in **EXHIBIT J.**

3. State categorical aid. On or before January 25 of each year, the District will provide to the School the School's proportionate share of applicable state categorical aid received by the District for which the School is eligible (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 and capital construction funds). Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required. In lieu of funds, the School may receive categorically funded goods or services from the District. Specific goods and services would be negotiated and documented in Exhibit J. Special Education costs and reimbursements will be addressed as stated in Section 10.3 (Page 33).

4. Mill Levy Override Funds. The Parties acknowledge that the General Assembly adopted HB 17-1375, effective June 2, 2017, codified in Section 22-32-108.5,

C.R.S. (2017), concerning the distribution of Additional Mill Levy Revenue to charter schools. The District has adopted a plan under the Revenue Sharing Bill ("HB 17-1375 Plan"). Subject to the paragraph below, the St. Vrain Valley School District HB 17-1375 Plan will provide that, for the current fiscal year, the District will allocate ninety-five percent (95%) of the total 2008 and 2012 Mill Levy Override revenue to the School, divided by the certified District-wide Funded Pupil Count, multiplied by the School's certified Funded Pupil Count for the current fiscal year. The amount allocated may be prorated in the event that the charter school ceases operation part-way through the year. This plan will commence in FY 2019-20 and continue thereafter unless amended by the District's Board following any periodic review of the plan.

Notwithstanding anything to the contrary contained above, in the event any portion of HB-1375 is found to be illegal, invalid, or unenforceable for any reason, the Parties agree that the H.B. 17-1375 Plan and the allocations above may be rescinded or revised by the District Board and that the Parties will reopen negotiations concerning amending this Contract for the remainder of the term. The District's Board of Education reserves the right to contract with or financially support any charter school on an ad-hoc, individual, and discretionary basis in order to benefit St. Vrain students and further the mission and vision of the District. Any such contracts or support shall not be deemed to modify the established HB 17-1375 Plan.

5. Bond Issues. The District will allow for representation by the charter schools on any committee established by the District to assess and prioritize the District's capital construction needs. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time, but no later than June 1 of the applicable election year.

6. Annual accounting. As required by state statute, the District shall provide a final accounting of costs to the School by September 30 of each year. Any imbalance of funds shall be corrected by October 31. The District will use the School's year-end financial information to establish the special education (or other agreed to categorical) expenditures to be included in the annual accounting reconciliation. The School must verify its special education (or other agreed to categorical) expenditures prior to September 15 of each year in order for the District to meet the State Statute deadlines.

8.2 Disbursement of Per Pupil Revenue (PPR). Commencing on or around July 25th, but not to exceed the last business day of the month of the contract term, District PPR funding, as described in Section 8.1 (Page 27) 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 (Page 29). 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 (Page 29).

8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: On or around December 26, but not to exceed the last business day of the month, 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 or around December 25 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 payment, so that funding is equal to the PPR provided for in this Contract, will be made no later than the on or around June 25 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 of each year, 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 of each year, 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 (Page 13).

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 having a per event or annual value greater than $5,000.00 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 generally accepted accounting standards and governmental accounting pronouncements performed by a certified public accountant each fiscal year. The audit shall comply with the CDE's Financial Policies and Procedures Handbook, Data Pipeline requirements, etc. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in Section 3.2.5.c (Page 11) of this contract. A failure by the District to provide required information to the School by its deadline shall reopen negotiations on the School's audit deadlines, provided that no delay in the timeline shall exceed the number of days that the District was late. 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.e (Page 14).

8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(1)(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 each month. The format of the reports must be 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 CDE. 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 must use the financial reporting method for the building corporation required by the District.

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.

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 nursing services, and 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 signed by 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 Special Education. 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 security and 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 J**).

10.5 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's Substitute Scheduling System. The School 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 J**). The School will agree to pay the substitute rates as set annually in **EXHIBIT J**. Such rates will include a flat rate to cover worker's compensation costs.

10.6 Personnel services. 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.

10.7 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 J**. 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 J** must be negotiated under a separate services agreement.

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 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 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.

12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. Timeline and process. The School will submit its renewal application by 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 school year before the School's Charter expires. If the Board of Education decides not to renew the Charter, it will detail the reasons in its resolution.

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 District Charter Schools (Procedures for Establishment, Review, Renewal, Revocation and Closure).

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, Page 12) 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 PPR funding as described in Section 8.1 (Page 27) will be reduced by adjusting from the date of conclusion of services to the end of the school year.

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.

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.

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 (Page 12) 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 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 (3) 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.

IN WITNESS WHEREOF, the parties have executed this Contract by June 26, 2019.

ASPEN RIDGE SCHOOL, INC.
705 AUSTIN AVENUE
ERIE, CO 80516

By _____
Glenn Massarotti, President
Board of Directors

ATTEST:

_____
Eric Rinard, Secretary

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

By _____
Joie Siegrist, President
Board of Education

ATTEST:

_____
John Ahrens, Secretary
Board of Education

ASPEN RIDGE

EXHIBIT A

WAIVERS

Waivers from Colorado Revised Statutes and/or Rules/Regulations

Automatic Waiver List as of 6/2/2017

State Statute Citation	Description
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4), C.R.S.	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S	School Year-National Holidays

NON-AUTOMATIC WAIVERS

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

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

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

22-32-109(1)(aa) C.R.S. Board duties – adopt content standards and a plan for implementation

22-32-109(1)(n)(I) C.R.S. Board duties – length of school year

22-32-109(1)(n)(II)(A) C.R.S. Board duties –teacher-pupil contact hours

22-32-109(1)(n)(II)(B) C.R.S. Board duties – Adoption of District Calendar

22-32-119 C.R.S. Kindergarten

22-7-1014(2)(a) C.R.S. Preschool individualized readiness plans- school readiness-assessments

22-1-110 C.R.S., Effect of use of alcohol and controlled substances to be taught

Rationale and Replacement Plan for Waivers from State Statute and Rule

Basic Information
School Name: Aspen Ridge Preparatory School
School Address: 705 Austin Avenue, Erie, Colorado 80516
Prepared by: Mark Ridenour
Preparer's Phone Number: 720-242-6225
Preparer's Email Address: mridenour@aspenridgeprepschool.org

Charter School Contact: Mark Ridenour
Charter School Contact Email Address: mridenour@aspenridgeprepschool.org

District Contact Name: Terry Schueler
District Contact Email Address: schueler_terry@svvsd.org

STATUTE DESCRIPTION AND RATIONALE

C.R.S. § 22-9-106
Local Board of Education-Duties-Performance Evaluation System
This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D).

Rationale: The Aspen Ridge Preparatory School Directors or designated heads of school must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the Directors or designated head of school. The Aspen Ridge Preparatory School Board of Directors must also have the ability to perform the evaluation for the school's Directors or head of school.

Plan: Aspen Ridge Preparatory School uses its own evaluation system as agreed to in the Charter School Agreement with St. Vrain Valley School District. Aspen Ridge Preparatory School's evaluation system will continue to meet the intent of the law as outlined in statute. Staff have been trained in this evaluation system, and the methods used for Aspen Ridge Preparatory School's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. Aspen Ridge Preparatory School will not be required to report their teacher evaluation data through the TSDL collection; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported PURSUANT TO 22-11-503.5 as this is a non-waivable statute.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Aspen Ridge Preparatory School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the Aspen Ridge Preparatory School budget.

How the Impact of the Waivers will be evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

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

C.R.S. § 22-63-201

Employment Certificate required

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. § 22-63-202

Teacher employment, contracts in writing-duration-damage provision

Rationale: Aspen Ridge Preparatory School should be granted the authority to hire teachers and principals that will support the school's goals and objectives. The school Directors will not function as traditional district school principals, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer. The school will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of Aspen Ridge Preparatory School will be employed on an at-will basis. All employees of Aspen Ridge Preparatory School will meet Federal Highly Qualified Requirements (i.e.: hold a degree and demonstrated subject-matter competency).

Replacement Plan: The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire Highly Qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Aspen Ridge Preparatory School.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Aspen Ridge Preparatory School.

How the Impact of the Waivers will be evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

C.R.S. § 22-63-203

Probationary Teachers -renewal and non-renewal of employment contract

Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

Rationale: Aspen Ridge Preparatory School should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. All employees of Aspen Ridge Preparatory School will be employed on an at-will basis.

Replacement Plan: Aspen Ridge Preparatory School develops teacher agreements with the terms of non-renewal and renewal of employment, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Aspen Ridge Preparatory School.

How the Impact of the Waivers will be evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

C.R.S. § 22-63-206

Teacher Employment, Compensation and Dismissal Act

Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: Aspen Ridge Preparatory School is granted the authority under the Charter School Agreement to select its own teachers. No other school or the St. Vrain Valley School District should not have the authority to transfer its teachers into Aspen Ridge Preparatory School or transfer teachers from Aspen Ridge Preparatory School to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: The school will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or the school.

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 Aspen Ridge Preparatory School, as set forth in this Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

C.R.S. §22-32-109(1)(aa)
Requires Districts to adopt content standards and a plan for implementation of such standards.

Rationale: Aspen Ridge Preparatory School 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.

Replacement Plan: Aspen Ridge Preparatory School 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: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Aspen Ridge Preparatory School 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)(I)
Board of Education- Specific Duties School Calendar

C.R.S. §22-32-109(1)(n)(II)(B)
Board of Education-Specific Duties Adoption of District Calendar

Rationale: The school year at Aspen Ridge Preparatory School will adopt the St, Vrain Valley School District calendar with minor exceptions not to include days of school.

Replacement Plan: The final calendar will change late start Wednesdays to early release Wednesdays.

Duration of the Waivers: Replacement Plan: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Aspen Ridge Preparatory School.

How the Impact of the Waivers will be evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. §22-32-109(1)(n)(II)(A)

Board of Education- Specific Duties Teacher Pupil Contact Hours

Rationale: Aspen Ridge Preparatory School will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The local board will not set these policies.

Replacement Plan: Aspen Ridge Preparatory School will prescribe the actual details of teacher-pupil contact hours instead of the St. Vrain Valley School District Board, and hours will meet or exceed the current requirements in statute.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Aspen Ridge Preparatory School.

How the Impact of the Waivers will be evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

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: Aspen Ridge Preparatory School 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.

Replacement Plan: Aspen Ridge Preparatory School 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: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Aspen Ridge Preparatory School 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. §22-7-1014(2)(a)

Requires each district to administer the school readiness assessment to each student.

Rationale: Aspen Ridge Preparatory School is requesting a waiver to the above stated code in order to be granted the authority to implement relevant curriculum and assessments that meet or exceed criteria for "determining the instruction and interventions students need to improve their readiness to succeed in school" (C.R.S. 22-7-1014 (2)(a)). Assessment in the domains of physical well-being, motor development, social and emotional development, language and comprehension development, and cognition and general knowledge begin during admission to kindergarten and are continually assessed, and remediated as necessary, throughout the school year. There are multiple checkpoints to monitor achievement and multiple channels of support available throughout the program that meet the spirit and intent of the School Readiness Assessment law. Data is collected and housed in Alpine Achievement and school created specific, standards-based data bases.

The data will be collated into a spreadsheet that lists the students, a score for each assessment, a total score for each category addressed in C.R.S. 22-7-1014 (2)(a), and any other pertinent information, such as whether the student has an I.E.P., READ plan, E.L.L. plan, or Tiered Intervention plan that impacts performance in any category. In cases in which multiple assessments exist within a category, such as Language and Comprehension development, standardized assessment scores are weight equally with classroom assessment scores to provide a total score. We will be able to submit this data upon request to the Charter School Institute or other authorized agencies.

Replacement Plan: Aspen Ridge Preparatory School utilizes the Core Knowledge sequence for all grades K-8. The goal of the Core Knowledge sequence is to provide every child a rigorous, lively, and coherent education. In addition to the core curriculum, Core Knowledge provides a foundational curriculum for music, art, and physical education, along with Core Virtues that are taught in every grade to support the social and emotional learning and well-being of our students. Our comprehensive curriculum addresses:

1. Physical well-being and motor development:
    a. Upon admission to Aspen Ridge Preparatory School, parents are required to provide documentation regarding the child's physical well-being, allergies, medications, and motor development. Vision and hearing screenings are completed during the school year. Full medical information, including most recent health screening and immunization documentation are required. Furthermore, data is gathered regarding Child Find and any IEP or 504 plans. Pertinent data from the student's cumulative folder is entered into Alpine Achievement, so it can be accessed by authorized persons who work with the child.
    b. Students participate weekly in physical education classes with a certified physical education teacher that meet or exceed state standards. Students are assessed regularly on gross motor development.
    c. Students participate in weekly Core Knowledge Art education that meets or exceeds state standards. Students participate in drawing, painting, sculpting, sewing, measuring, and creating with yarn, paper mache, clay, and other items. The curriculum directly ties to the science and history curriculum the students are learning in their general classroom. Data from observations and performance assessments are entered into teacher checklists and documented on reports that are generated three times throughout the school year.
    d. Students participate in weekly Core Knowledge Music education that meets or exceeds state standards. Students recognize and begin to play a steady beat; recognize short and long sounds; discriminate between fast and slow, high and low pitches, loud and quiet; sing in unison, both unaccompanied and accompanied; and, move responsively to music. The curriculum directly ties to the science and history curriculum the students are learning in their general classroom. Data from observations and performance assessments are entered into teacher checklists and documented on reports that are generated three times throughout the school year.
    e. Students participate in weekly technology classes that teach them keyboarding skills, as well as digital citizenship and navigating web sites. Data from observations and performance assessments are entered into teacher checklists and documented on reports that are generated three times throughout the school year.
    f. If observational assessments reveal that children are in need of assistance with gross or fine motor development, they may be assessed by licensed school district personnel and receive intervention services.

2. Social-Emotional Development
    a. At Aspen Ridge Preparatory School, we are committed to providing opportunities for students to develop positive character traits. We have identified Core Virtues which will be incorporated into activities with students. A few of the Core Virtues at Aspen Ridge Preparatory School are as follows: honesty, compassion, respect, responsibility, self-discipline, perseverance, generosity, kindness, integrity, diligence, gratitude, and courage. Additionally, we have a Character Education program that is taught daily during our kindergarten classes to further promote our core virtues.

b. Aspen Ridge Preparatory School embraces Restorative Justice with all our students. Restorative practices allow students to recognize the harm they may have caused another and find ways to repair that harm, rather than merely issuing consequences for negative behaviors.
c. Aspen Ridge Preparatory School utilizes CHAMPS as a classroom management system to explicitly teach students class rules, and nurture their ability to self-regulate their behavior.
d. Children who are observed to have any social/emotional concerns beyond those that are intermittent and naturally occurring in normal growth and development are referred to the MTSS team, evaluated, and are able to meet with the school counselor or receive further psychological testing as indicated by initial evaluations. Once an intervention plan is created, it is monitored frequently by all parties and adjusted as necessary to meet the child's needs.

3. Language and comprehension development
    a. Students receive 90 minutes of daily instruction using the Core Knowledge Language Arts curriculum. This is a comprehensive program for reading, listening, and speaking that build phonemic awareness, phonological skills, decoding, encoding, vocabulary, comprehension, and grammar. Additionally, the Six Traits writing curriculum is utilized to teach writing skills.
    b. The school administers IREADY literacy assessment three times a year. Any student who does not make benchmark is referred for reading interventions to take place within the classroom setting. During the second semester, those students whose benchmark scores indicate additional assistance is required are pulled for small group instruction by a fully certified intervention teacher. Students are progress-monitored by the classroom teacher and the reading intervention teacher.
    c. Second language learners are able to receive intervention services from the ELL teacher, as determined by WIDA and ACCESS testing.
    d. In the case of reporting on school readiness, standardized assessments, such as ACCESS and PALS are weighted equally, along with the classroom teacher's assessment to provide a balanced view of the child's strengths and needs.

4. Cognition and general knowledge
    a. Children are observed and monitored daily and data on their progress is disseminated three times annually to parents. Furthermore, monthly data meetings are held with the Assistant Principal, Data Specialist, and MTSS chair to discuss student data and needs. Assessment information is gathered through formal curriculum assessments, and teacher observations.
    b. Students receive Core Knowledge math instruction that aligns to the state standards in the following areas: Patterns and Classifications; Numbers and Number Sense; Computation; Geometry; and, Measurement. Additionally, students receive instruction in Money.
    c. Students receive Core Knowledge science instruction that aligns to the state standards in the following areas: Physical Science (Magnetism), Earth Science (Seasons and

Weather), and Life Science (Plant Life, Animals and Needs). Furthermore, students attend a weekly Science lab that provides additional hands-on activities in a lab environment to supplement the classroom curriculum.

d. Students receive Core Knowledge history and geography. The curriculum includes the location of North America, the continental United States, Alaska, and Hawaii; the name and location of the town, city, or community and state in which they live; Native American Peoples, Past and Present; Early Exploration and Settlement; Symbols and Figures; and, Presidents, Past and Present.

Any student not making adequate growth in any of the above areas is referred to MTSS for Tier II interventions. Students are able to work in small groups or one on one with classroom teachers and/or assistants. There are two full time teaching assistants for the four kindergarten classrooms, as well as the fully certified intervention teachers. This support system allows for early detection and intervention. Data driven intervention plans, along with progress monitoring, inform the progress of the student. The use of Alpine Achievement to warehouse the data information allows users to compile data from multiple sources to generate summary reports and allows seamless distribution to anyone working with the student.

If students do not respond to instruction by demonstrating adequate growth, they are referred for Tier III interventions. Data is collected and recommendations may be made for special education referral.

Methods and assessments used are clear, relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in State Statute 22-7-1014 (2)(a). The only real difference will be how that information is compiled and disseminated.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Aspen Ridge Preparatory School anticipates that the requested waiver will have no financial impact.

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 Aspen Ridge Preparatory School 's Core Knowledge curriculum and the overall program design.

Expected Outcomes: Aspen Ridge Preparatory School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and supports that ensure student success in higher levels of learning in all academic content areas, as well as the physical. Social, and emotional well-being of our students.

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: Aspen Ridge Preparatory School 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 Aspen Ridge Preparatory School Executive Director and Principals.

Replacement Plan: Aspen Ridge Preparatory School will identify instructional materials and strategies to integrate these topics into the curriculum as necessary to meet all Physical Education and Health standards.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Aspen Ridge Preparatory School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

EXHIBIT B

DISTRICT POLICY EXEMPTIONS/WAIVERS

Exemptions Requested from SVVSD Policies
The following automatic exemptions are granted for the duration of this Contract beginning July 1, 2019 and through June 30, 2022.

EBCE	School Closings and Cancellations
EEA	Student Transportation
EEAA	Walkers and Riders
EEAC	Bus Scheduling and Routing
EEAE	Bus Safety Program
EEAEA	School Transportation Vehicle Operator Requirements and Training
EEAEAA*	Drug and Alcohol Testing for CDL Drivers
EEAEAA*-R	
EEAEF*	Video Cameras on Transportation Vehicles
EEAEG*	Use of Wireless Communication Devices by School Transportation Vehicle Operators
EF	School Nutrition Program
FA	Facilities Development Goals/Priority Objectives
FA-R	
FB	Facilities Planning
FB-R	
FBC*	Prioritization of Facility Improvements
FC	School Capacity Mitigation
FD	Facilities Funding
FDA	Bond Campaigns
FDB	Voluntary Capital Mitigation
FDB-R	
FEA	Educational Specifications for Construction
FEB	Architect/Engineer/Project Manager/Construction Manager
FEB-R	
FEE	Site Acquisition
FEE-R	
FF	Naming of Facilities
FFA	Dedications, Memorials and Recognitions
GBEBA	Staff Dress Code
GBEBC	Staff Gifts to and Solicitations by Staff
GBGAB	First Aid Training
GBGB	Staff Personal Security and Safety

GBGC	Staff Benefits
GBGD	
GBGF	Federally-Mandated Family and Medical Leave
GBGF-R	Federally-Mandated Family and Me
GBGI	Staff Military Leave
GBGK	Staff Legal/Civic Duty Leave
GBJ	Personnel Records and Files
GBK	Staff Concerns/Complaints/Grievances
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules
GCE/GCF	Professional Staff Recruiting/Hiring
GCE/GCF-R	
GCFA*	Hiring of Instructional Staff/Portability of Non-Probationary Staff
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff
GCI	Professional Staff Development
GCKAA*	Teacher Displacement
GCO	Evaluation of Licensed Personnel
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff
GCQE*	Evaluation of Evaluators
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal)
GCS	Professional Research and Publishing
GDA	Support Staff Positions
GDBA	Support Staff Compensation
GDE/GDF	Support Staff Recruiting/Hiring
GDE/GDF-R	
GDG	Part-Time and Substitute Support Staff Employment
GDO	Evaluation of Support Staff
GDQB	Resignation of Support Staff
GDQD	Discipline, Suspension and Dismissal of Support Staff
HA	Negotiations Goals/Priority Objectives
HH	Negotiating Organization (Instructional Staff)
IC/ICA	School Year/School Calendar/Instruction Time
IFC	Multiculturalism
IG	Curriculum Development
IHAI	Career and Technical Education
IHAM	Health and Family Life/Sex Education
IHAM-R	
IHAMA	Teaching about Drugs, Alcohol and Tobacco
IHBA	Special Education Programs for Students with Disabilities
IHBB	Gifted Education
IHBD	Equivalence of Services (Title I)
IHBEA	English Language Learners
IHBF	Homebound Instruction
IHBG	Home Schooling

IHBIB	Primary/Preprimary Education
IHBK	Preparation for Postsecondary and Workforce Success
IHBK-R	Preparation for Postsecondary and Workforce Success (Implementation Plan for Student Individual Career and Academic Plans regulation
IHCDA	Concurrent Enrollment
IJ	Instructional Resources and Materials
IJK	Supplementary Materials Selection and Adoption
IJNDAB*	Instruction through Online Programs
IJOA	Field Trips
IJOA-R	
IJOA-E	
IJOC	School Volunteers
IJOC-E	
IK	Academic Achievement
IKA	Grading/Assessment Systems
IKA-R	Grading/Assessment Systems (Exemption Procedure and Information to Parents/Guardians)
IKE	Ensuring All Students Meet Standards
IKF-R	
IKFA	Early Graduation
IKFB	Graduation Exercises
IMB	Teaching about Controversial Issues and Use of Controversial Materials
IMDB	Flag Displays
JC	School Attendance Areas
JC-R	
JCAA	School Districting/Redistricting
JCAA-R	School Districting/Redistricting (School Boundary Change Guide
JGA	Assignment of New Students to Classes and Grade Levels
JGA-R	Assignment of New Students to Classes and Grade Levels (Students from Home Instruction
JH	Student Absences and Excuses
JH-R	
JHD	Exclusions and Exemptions from School Attendance
JIC	Student Conduct
JICA	Student Dress Code
JICC	Student Conduct in School Vehicles
JICC-R	
JICDA	Code of Conduct
JICDE*	Bullying Prevention and Education
JICEA	School-Related Student Publications (School Publications Code)
JICEA-R	
JICEC*	Student Petitions and Distribution of Non-Curricular Materials
JICEC*-R	Student Petitions and Distribution of No
JICF	Secret Societies/Gang Activity

JICG	Use of Tobacco by Students
JICH	Drug and Alcohol Involvement by Students
JICH-R	
JICI	Weapons in School
JIH	Student Interviews, Interrogations, Searches and Arrests
JIH-R	Student Interviews, Interrogations,
JIHB	Parking Lot Searches
JII	Student Concerns, Complaints and Grievances
JII-E	
JJA-1	Curriculum Related Student Organizations
JJA-2	
JJA-2-R	Non-Curricular Student Organizations (S
JJA-2-E	Request for Building Use by Non-Cu
JJF	Student Activities Funds
JJH	Student Travel
JJIB	Interscholastic Sports
JJJ	Extracurricular Activity Eligibility
JJJ-R	Extracurricular, Co-Curricular and Intram
JK	Student Discipline
JKBA*	Disciplinary Removal from Classroom
JKBA*-R	
JLCF	District School Nurses
JLCF-R	
JLD	School Counseling Programs
JLIF	Use of Safety and Security Technologies
JLIF-R	
JLJ*	Physical Activity
JM	Student Awards, Honors and Scholarships
JM-R	
JQ	Student Fees, Fines and Charges
JQ-R	
JQ-E	
KE	Public Concerns and Complaints
KEC	Public Concerns/Complaints about Instructional Resources
KEF*	Public Concerns/Complaints about Teaching Methods, Activities or Presentations
KF	Community Use of School Facilities
KHB	Advertising and Sponsorships
KHB-R	
KHC	Distribution/Posting of Non-curricular Materials
KHC-R	Distribution/Posting of Non-curric
KI	Visitors to Schools

ASPEN RIDGE PREPARATORY SCHOOL

EXHIBIT C

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 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 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: ARPS will implement outreach activities specifically targeting the FRL population.

Activities:

- Distribute flyers to homes within the Erie area in both English and Spanish.
- Display enrollment information in community locations such as the Library and Community Center.
- Hold information sessions prior to and during the open enrollment window.
- Advertise enrollment through local events and media.

Goal: ARPS will implement outreach activities specifically targeting the racial and ethnic minority student population

Activities:

- Establish and maintain relationships with organizations such as local YMCA, Erie Community Center, Erie Chamber of Commerce.

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 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: ARPS will support parents in finding viable methods for getting students to and from school.

Activities:

- Parent volunteers will work with families to arrange carpool solutions.
- ARPS will provide information about public transportation available in the area.

Goal: ARPS will support parents' access to the school by reducing the language barriers that prevent understanding of enrollment information.

Activities:

- Printed outreach materials will be printed in English and Spanish (the dominant second language within the area).
- Provide a Spanish speaker/translator when necessary.
- Provide all website information in a growing number of languages including English and Spanish through Google Translate.
- Enrollment documents available for downloading will be presented in both English and Spanish.

Goal: ARPS will support families in covering direct and indirect costs of enrolling their children in our school.

Activities:

- ARPS will apply 10% of its annual school fundraising efforts to scholarships for qualifying families to waive fees and provide for full day Kindergarten access at reduced or no cost.
- Automatically apply discounts to tuition, fees, and programs for students who qualify for free/reduced lunch.
- Provide daily lunch service for students, enabling access to free/reduced meals to qualifying students.

EXHIBIT D

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% of overall enrollment).
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 above. 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 the 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 6.3, 6.4, and 6.5 may apply; although admission is based on the preferences listed in Exhibit C.
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 December 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.

EXHIBIT E

UNIFIED IMPROVEMENT PLAN

COLORADO
Department of Education

Mandatory
FORM # SPS-135
EDAC APPROVED
Approved 6/11/2018 for 2018-2019

Colorado's Unified Improvement Plan for Schools

ASPEN RIDGE PREPATORY SCHOOL UIP 2017-18 | **School:** ASPEN RIDGE PREPATORY SCHOOL | **District:** ST VRAIN VALLEY RE 1J | **Org ID:** 0470 | **School ID:** 0071 | **Framework:** Performance Plan: Low Participation |

Table of Contents

Executive Summary

Improvement Plan Information

Narrative on Data Analysis and Root Cause Identification

Action and Progress Monitoring Plans

Addenda

Executive Summary

If We...

PROFESSIONAL DEVELOPMENT FOR CKLA IMPLEMENTATION

Description:

Instructional staff will attend professional development opportunities for Core Knowledge Language Arts implementation. Fall 2017 Spring 2018 Fall 2018 (for new staff)



IMPLEMENTATION OF AIMSWEB PLUS

Description:

Full implementation of AIMSWeb Plus with all students. Benchmarking 3 times a year in Reading and Math with a targeted progress monitoring goal for every student. Conduct monthly data digs and dialogues to identify areas of need.



INCREASE ELA AND MATH GROWTH FOR ALL STUDENTS

Description:

By the end of the 2017-2018 school year, 80% of students will have demonstrated adequate growth in the areas of ELA and Math as measured by their benchmark AIMSWEB Plus assessments. The teachers, support staff and administration will examine data and provide targeted academic instruction to help each student



Then we will address...

CONSISTENCY IN ELA PRACTICE

Description:

Change in curriculum practices from using Success For All to Core Knowledge Language Arts for the 2017-2018 school year.



INSTRUCTIONAL SUPPORT

Description:

Teachers have not receive significant instructional coaching from school or curriculum provider to implement the curriculum with fidelity. In the 2017-2018 school year the support increased by a factor of 20 with the school principal making weekly short-form and long-form instructional coaching classroom visits.



LACK OF PROGRESS MONITORING

Description:

With the i-Ready, teachers were unable to assign specific and targeted progress monitor assessments. As a result, students were not demonstrating the expected amount of growth and did not have high levels of by in.



INCONSISTENT ASSESSMENT RESULTS

Description:

Relying upon the assessment results from i-Ready teachers were unable to accurately deterime the specific areas in which students were struggling and needed extra support. Additionally, due to the length and complexity of the assessment students results were highly inconsistent.



Then we will change current trends for students

DECLINING PARCC SCORES

Description:

The recent decline in our overall PARCC scores were evident as a result of underperforming curriculum, lack of professional development opportunities and high staff turn over.



INCONSISTENT ASSESSMENT RESULTS AND DATA

Description:

The results and data from the i-Ready assessments were inconsistent and did not provide accurate reflections of students abilities. The addition of the AIMSWEB Plus benchmark and progress monitoring assessments will require additional Professional Development and time for staff to implement. Further, once administered teachers will require additional time to analyze the data.



Access the School Performance Framework here:http://www.cde.state.co.us/schoolview/performance

Improvement Plan Information

Additional Information about the school

The trend of "learning and growing together on trail of success" has been the top priority this year, students and staff alike. With specific professional development in the new CKLA adoption (for English/Language Arts), a focus on social and emotional support of all students, an adjustment in bench-marking (using AIMSWeb) and consist progress monitoring, students have shown an increase in confidence and academic growth with a steady rate of improvement each month.
Teachers and staff showed growth both professionally and personally through goal-setting and monitoring, leading to successful growth for students.

Improvement Plan Information

The school/district is submitting this improvement plan to satisfy requirements for (check all that apply):

☑ State Accreditation

School Contact Information

Name: Charla Salmeron
Mailing Street: 705 Austin Ave
Phone:(720) 242-6225
Title: Principal
Mailing City / State/ Zip Code: Erie Co 80516
Email: csalmeron@aspenridgeprepschool.org

Name: Todd Cordrey
Mailing Street: 705 Austin Ave
Phone:(720) 242-6225
Title: Executive Director
Mailing City / State/ Zip Code: Erie CO 80516
Email: tcordrey@aspenridgprepschool.org

Narrative on Data Analysis and Root Cause Identification

Description of school Setting and Process for Data Analysis

Aspen Ridge is a Pre-K through 8th grade Core Knowledge public charter school of choice within the St. Vrain Valley School District. Located in Erie, Colorado, the southern most portion of SVVSD, Aspen Ridge opened it's doors in 2011 with 170 students and has grown to 526 students in the 17-18 school year. Current Demographics at Aspen Ridge are 77.1% White, 11% Hispanic, 8.1% Asian, 1.9% Black and 1.9% Two or more races. There are approximately 6.9% Free and Reduced, 5.6% Students with Disabilities, 7.7% English Language Learners and 5% Gifted Students. The UIP has been created in in collaboration with our Instructional Leadership Team, administration and SAC committee members. Sources of data and information include current and historical assessments such as PARCC, CMAS, i-Ready and AIMS WEB Plus.

Prior Year Targets

Consider the previous year's progress toward the school targets. Identify the overall magnitude of the school performance challenges.

PERFORMANCE INDICATOR: ACADEMIC ACHIEVEMENT (STATUS)

Prior Year Target:	At least 69% of all 3rd-7th grade students will score Met/Exceeded expectations as measured through PARCC.
Performance:	53.4% of all 3rd-7th grade students Met or Exceeded expectations as measured through PARCC.

ACADEMIC ACHIEVEMENT (STATUS) REFLECTION:	**A SUCCESSFUL LEARNING EXPERIENCE IS THE RESULT OF A WELL-RESEARCHED PROGRAM, EXECUTED AND CONSISTENTLY MAINTAINED BY RESEARCHERS, AND SUPPORTED WITH PROFESSIONAL DEVELOPMENT LED EXPERT COACHES AND MENTORS. ASPEN RIDGE WAS NOT SUCCESSFUL WITH THE SFA CURRICULUM, BECAUSE TEACHERS LOST CONFIDENCE IN THE PROGRAM AND ADMINISTRATORS DID NOT SUPPORT PROFESSIONAL DEVELOPMENT AT THE RECOMMENDED LEVELS. WHILE 77% OF OUR GOAL WAS MET THE FAILURE TO REACH THE ENTIRE GOAL WAS ATTRIBUTED IN PART TO;** • lack of fidelity with school's curriculum, • Inappropriate curriculum for the school's population, and • loss of confidence in the curriculum by teachers, administrators, and parents. In the current year, Aspen Ridge has implemented a Core Knowledge curriculum consistent with the school's charter.

PERFORMANCE INDICATOR: ACADEMIC GROWTH

Prior Year Target:	On English and Language Arts will score at least 69% of all 3rd-6th grade students will score in the Met/Exceeded Expectations.
Performance:	

Current Performance

- Aspen Ridge met and/or Exceeded the state/federal expectations for Academic Achievement on the 2017 School Performance Framework. Our Elementary achievement scores placed us in the 56th percentile for English/Language Arts, 63rd percentile in Math, and 75th percentile for Science based on CMAS performance. Our Middle School achievement scores placed us in the 79th percentile for English/Language Arts based on CMAS performance. With a score in the 85th percentile in Middle School Math based on CMAS performance was the only area in which we received a rating of Exceeded. We received a rating of Approaching on the performance indicator of academic growth for the Elementary assessments with a median growth percentile of 36 in English/Language Arts and a median growth percentile of 40 in Math. We did not receive a rating for Middle School academic growth as the minimum count required was 20 students as only 16 students took the assessments.

Additional Trend Information:

PARCC

Examining the current PARCC data there was a notable decrease in all grades except 6th. 4th grade decreased 27% in ELA and 22% in Math. 6th Grade increased 30% in ELA and 7% in Math. Additionally, 3rd and 5th grades experienced decreases in both their ELA and Math scores. In reading grades 6th and 7th scored above the district average on the 2017 PARCC assessment. In Math grades 5th and 6th scored above the district average on the 2017 PARCC assessment.

PARCC

Grade	2016 ELA	2017 ELA	2017 Dist. Avg	2016 MATH	2017 MATH	Dist. Avg
3	43%	34%	45%	50%	42%	44%
4	69%	42%	53%	51%	29%	38%
5	56%	48%	51%	44%	42%	36%
6	30%	60%	43%	60%	67%	28%
7	N/A	83%	52%	N/A	20%	26%
8	N/A	N/A	52%	N/A	N/A	15%

% Met or Exceeded by Test

i-Ready

A decreasing trend was noted in the scores from the 2016 to 2017 i-Ready assessments. In Reading there was a decrease in 1st (-30%), 4th (-25%) and 7th (-13%). In Math only 1st grade experienced a decrease of 59%. Some notable gains were observed in reading for 2nd (18%), 3rd (23%) and 6th (19%) and in Math for 4th (19%), 5th (23%) and 6th (38%).

I-READY2016

Grade	Reading	Math
1	67%	67%
2	22%	0%
3	47%	3%
4	68%	7%
5	42%	4%

I-READY 2017

Grade	Reading	Math
1	37%	8%
2	40%	2%
3	70%	8%
4	43%	26%
5	49%	27%

6	42%	31%	6	61%	69%
7	71%	57%	7	58%	66%
8	N/A	N/A	8	50%	33%

% at or above grade level

AIMSWEB Plus

Due to the discrepancy between the increases on i-Ready and decreases on PARCC we administered a secondary assessment, AIMSWEB Plus, to all students to provide further data. Between the Fall and Winter benchmark assessments only one grade level had a decrease in their scores (4th grade Reading decreased 4%). All the other grade levels increased with notable growth in Reading in 1st (26%) and 5th (26%) and in Math 1st (27%) and 6th (25%).

AIMS Web Reading

Grade	Fall 17	Winter 17	Change
1	60%	86%	26%
2	59%	75%	16%
3	83%	88%	5%
4	72%	77%	5%
5	62%	88%	26%
6	75%	78%	3%
7	82%	78%	-4%
8	71%	86%	15%

% at or above grade level

AIMS Web Math

Grade	Fall 17	Winter 17	Change
1	69%	96%	27%

2	58%	70%	12%
3	72%	84%	12%
4	56%	67%	11%
5	65%	69%	4%
6	53%	78%	25%
7	76%	83%	7%
8	43%	57%	14%

% at or above grade level

Root Causes



Priority Performance Challenge: Declining PARCC Scores

The recent decline in our overall PARCC scores were evident as a result of underperforming curriculum, lack of professional development opportunities and high staff turn over.



Root Cause: Consistency in ELA practice

Change in curriculum practices from using Success For All to Core Knowledge Language Arts for the 2017-2018 school year.



Root Cause: Instructional support

Teachers have not receive significant instructional coaching from school or curriculum provider to implement the curriculum with fidelity. In the 2017-2018 school year the support increased by a factor of 20 with the school principal making weekly short-form and long-form instructional coaching classroom visits.



Priority Performance Challenge: Inconsistent Assessment Results and Data

The results and data from the i-Ready assessments were inconsistent and did not provide accurate reflections of students abilities. The addition of the AIMSWEB Plus benchmark and progress monitoring assessments will require additional Professional Development and time for staff to implement. Further, once administered teachers will require additional time to analyze the data.

Root Cause: Inconsistent Assessment Results

Relying upon the assessment results from i-Ready teachers were unable to accurately deterime the specific areas in which students were struggling and needed extra support. Additionally, due to the length and complexity of the assessment students results were highly inconsistent.

Root Cause: Lack of Progress Monitoring

With the i-Ready, teachers were unable to assign specific and targeted progress monitor assessments. As a result, students were not demonstrating the expected amount of growth and did not have high levels of by in.

Provide a rationale for why these challenges have been selected and address the magnitude of the overall performance challenges:

Given the trends in the data noted above we are targeting ELA and Math. A review of the previous ELA curriculum (Success For All) indicated gaps in alignment with the standards, lack of rigor and shallow depth of knowledge. In response to these issues we implemented the CKLA (K-5th) and Amplify (6th-8th) curriculums in the Fall of 2017 along with a new assessment AIMSWEB Plus. We expect to see growth in both ELA and Math this year due to the new curriculum and increased use of targeted student goals and progress monitoring.

Provide a rationale for how these Root Causes were selected and verified:

Lack of professional development

Teachers received only one day of professional development with the the language arts curriculum; which was significantly less than recommended levels by the provider. Our staff is new to the curriculum with 42.5% starting that year and 72.5% with a year or less with the curriculum.

Consistency in ELA practice

Change in curriculum practices from using Success For All to Core Knowledge Language Arts for the 2017-2018 school year. Aspen Ridge was not successful with the SFA curriculum, because teachers lost confidence in the program and administrators did not support professional development at the recommended levels. While 77% of our goal was met the failure to reach the entire goal was attributed in part to;

- lack of fidelity with school's curriculum,
- Inappropriate curriculum for the school's population, and
- loss of confidence in the curriculum by teachers, administrators, and parents.

In the current year, Aspen Ridge has implemented a Core Knowledge Language Arts curriculum consistent with the school's charter and aligned with the standards.

Instructional support

Teachers did not receive significant instructional coaching from school, district, or curriculum provider. In the 2017-2018 school year the support increased by a factor of 20 with the school principal making weekly short-form and long-form instructional coaching classroom visits.

Action and Progress Monitoring Plans

Major Improvement Strategy and Action Plan



Professional Development for CKLA Implementation

Describe what would success look like: Instructional staff will attend professional development opportunities for Core Knowledge Language Arts implementation. Fall 2017 Spring 2018 Fall 2018 (for new staff)

Associated Root Causes:



Consistency in ELA practice:

Change in curriculum practices from using Success For All to Core Knowledge Language Arts for the 2017-2018 school year.



Lack of professional development:

Teachers received only one day of professional development with the the language arts curriculum; which was significantly less than recommended levels by the provider.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status

Implementation of AIMSWEB Plus

Describe what would success look like: Full implementation of AIMSWeb Plus with all students. Benchmarking 3 times a year in Reading and Math with a targeted progress monitoring goal for every student. Conduct monthly data digs and dialogues to identify areas of need.

Associated Root Causes:

Inconsistent Assessment Results:
Relying upon the assessment results from i-Ready teachers were unable to accurately deterime the specific areas in which students were struggling and needed extra support. Additionally, due to the length and complexity of the assessment students results were highly inconsistent.

Lack of Progress Monitoring:
With the i-Ready, teachers were unable to assign specific and targeted progress monitor assessments. As a result, students were not demonstrating the expected amount of growth and did not have high levels of by in.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status

Increase ELA and Math growth for all students

Describe what would success look like: By the end of the 2017-2018 school year, 80% of students will have demonstrated adequate growth in the areas of ELA and Math as measured by their benchmark AIMSWEB Plus assessments. The teachers, support staff and administration will examine data and provide targeted academic

instruction to help each student

Associated Root Causes:



Consistency in ELA practice:
Change in curriculum practices from using Success For All to Core Knowledge Language Arts for the 2017-2018 school year.



Lack of Progress Monitoring:
With the i-Ready, teachers were unable to assign specific and targeted progress monitor assessments. As a result, students were not demonstrating the expected amount of growth and did not have high levels of by in.



Instructional support:
Teachers have not receive significant instructional coaching from school or curriculum provider to implement the curriculum with fidelity. In the 2017-2018 school year the support increased by a factor of 20 with the school principal making weekly short-form and long-form instructional coaching classroom visits.



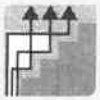
Inconsistent Assessment Results:
Relying upon the assessment results from i-Ready teachers were unable to accurately deterime the specific areas in which students were struggling and needed extra support. Additionally, due to the length and complexity of the assessment students results were highly inconsistent.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
 AIMSWEB Plus -	School wide assessment of students on the Reading and Math AIMSWEB Plus assessments. Two assessment days are built into	08/15/2017 08/31/2018	Computers, testing resources	Teachers, staff and administration	In Progress

Assessment Days	the calendar		and materials		
 Creating Goals	Teachers will evaluate students beginning of the year assessment data and assign a Reading Goal in ORF for 1st-5th and SRF in 6th-8th.	09/01/2017 09/15/2017	Computers,	Teachers, staff and administration	Complete

Progress Monitoring: Student Target Setting



Priority Performance Challenge : Declining PARCC Scores



PERFORMANCE INDICATOR: Academic Growth

MEASURES / METRICS: M

ANNUAL PERFORMANCE TARGETS

2017-2018: On the 2018 CMAS Math assessment, 45% or more students will receive a score of Met or Exceeded on the assessment.

2018-2019: On the 2019 CMAS Math assessment, 50% or more students will receive a score of Met or Exceeded on the assessment.

INTERIM MEASURES FOR 2017-2018: Systematic approach towards teaching Number Sense Fluency including Mental Computation Fluency (MCF) and Number Comparison Fluency–Triads (NCF–T). Utilize benchmark assessment and progress monitoring data to provide targeted instruction and interventions. School wide implantation of FLEX time to provide students with small group and intervention supports.



PERFORMANCE INDICATOR: Academic Growth

MEASURES / METRICS: ELA

2017-2018: On the 2018 CMAS ELA assessment, 50% or more students will receive a score of Met or Exceeded on the assessment.

ANNUAL PERFORMANCE TARGETS

2018-2019: On the 2019 CMAS ELA assessment, 55% or more students will receive a score of Met or Exceeded on the assessment.

INTERIM MEASURES FOR 2017-2018: Implementation of new ELA curriculums (CKLA & Amplify). Utilize benchmark assessment and progress monitoring data to provide targeted instruction and interventions. School wide implantation of FLEX time to provide students with small group and intervention supports.



Priority Performance Challenge : Inconsistent Assessment Results and Data



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: M

ANNUAL PERFORMANCE TARGETS

2017-2018: By the end of the 2017-2018, 80% or more of students will score at or above grade level on the AIMSWEB Plus Spring benchmark Math Assessment.

2018-2019: By the end of the 2018-2019, 80% or more of students will score at or above grade level on the AIMSWEB Plus Spring benchmark Math Assessment.

INTERIM MEASURES FOR 2017-2018: AIMSWEB Plus diagnostic tests 3 times a year with progress monitoring in identified areas of need. Students will be progressed monitored on a Number Sense Fluency goal.



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: R

ANNUAL PERFORMANCE TARGETS

2017-2018: By the end of the 2017-2018, 80% or more of students will score at or above grade level on the AIMSWEB Plus Spring benchmark Reading Assessment.

2018-2019: By the end of the 2018-2019, 85% or more of students will score at or above grade level on the AIMSWEB Plus Spring benchmark Reading Assessment.

INTERIM MEASURES FOR 2017-2018: AIMSWEB Plus diagnostic tests 3 times a year with progress monitoring in identified areas of need. Additionally, each student will have a goal in either Oral Reading Fluency (1st-5th) or Silent Reading Fluency (6th - 8th) for the first half of the year.

EXHIBIT F

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 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 CMAS, COAlt (ELA, Math and Science), and PSAT.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects normative growth comparing the academic progress of the students in this school compared to that of other students statewide with a similar CMAS, PSAT, and SAT score history in that subject area.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or the workforce upon graduation. This Indicator reflects student graduation rates, dropout rates, and average Colorado SAT 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.

EXHIBIT G

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) The ARPS Board of Directors shall annually determine enrollment and class sizes needed to remain financially viable and offer a quality educational program in a small school environment.
b) The School will collaborate with parents to develop a Personal Education Plan for each student.
c) Students will participate in an enrichment class on a daily basis, which will include art, music, and physical education.
d) The School will hold conferences with parents at least twice per school year.
e) The School will establish a School Advisory Committee which will monitor student achievement among other duties.
f) Students will wear uniforms.
g) The School will service students in grades K-8, with a private Preschool program.

EXHIBIT H

PLAN FOR ENGLISH LANGUAGE LEARNERS

Some students enrolled at School will be English Language Learners (ELL)

ARPS will provide an ELL support staff to work with students who need ELL services. Students with a need for ELL services will be placed in a 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. With full immersion in an English language program, ELL students will flourish by learning skills from their peers and teachers, while still having the support of an ELL support staff.

ARPS 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 through a PEP, differentiated instruction, ability grouping, and the MTSS process, this goal is attainable. Students' progress in acquiring English proficiency will be determined by using the WIDA ACCESS for ELLs to assess listening, speaking, reading, writing, oral language, and comprehension.

A test will be initially administered by the St. Vrain Valley School District within 30 days to any student new to ARPS or District who has been identified by a home language survey as having a primary home language other than English. Annually, the WIDA ACCESS for ELLs 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.

ARPS 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.
- Progress will be monitored with the goal of one level progress per year through the process of attaining fluency.

The research-based curriculum materials developed by Amplify's CKLA program also includes 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 while 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 the same rate as other students.

EXHIBIT I

DUE PROCESS GUIDELINES

1. Prepare notebook for Principal (include checklist and tabs).
2. Assistant Superintendent delivers the notebook along with "sample/guide book" to the school.
3. Schools return completed notebook along with "sample notebook" to Assistant Superintendent as soon as possible.
4. Assistant Superintendents review notebook and take notebook to legal counsel for review.
5. Legal counsel sends an email to Assistant Superintendent once notebook is reviewed and approved.
6. Notebook is picked up from legal counsel and one copy is made. (The checklist is included along with colored sheets of paper, which will replace the original tabs.)
7. The original is filed in Assistant Superintendent's office.
8. The copy is redacted. After it is redacted, another copy is made so now there are two redacted copies, both including the checklist and colored paper instead of tabs.
9. One redacted copy in a notebook stays with the Assistant Superintendent and the approval letter from legal counsel is placed in the front pocket of that notebook.
10. The police report is removed from the second redacted copy and that copy is placed in an envelope and the Principal is notified it is ready to be picked up.
11. Principal hand delivers the redacted copy (which includes the checklist and tabs but does not include the police report) to the parent/guardian. The book must be delivered to the parent at least one day prior to the expulsion hearing.
12. Assistant Superintendent brings the redacted copy of the notebook to the hearing and gives it to the Expulsion Officer who enters it into evidence. This copy includes checklist, tabs and redacted police report.
13. After the hearing, the Expulsion Officer takes the notebook with him and sends his recommendation to legal counsel to be reviewed.
14. The Expulsion Officer returns the notebook to the Assistant Superintendent with his recommendation, and the Assistant Superintendent brings that notebook to the meeting with the Superintendent.

DUE PROCESS CHECKLIST

This book has been redacted so it can be used as a "guide" when creating a dismissal/ expulsion book. Do not redact your book.

Checklist	TASK
1	**Student Demographics** Print information from Infinite Campus
2	**Timeline of events (Summary)** Provided by building administration
3	**School Work Support Plan** Copies of homework gathered from teachers that was given to the student
4	**Expulsion Data Form** Contact Expulsion Officer or Assistant Expulsion Officer and they will send you the form
5	**Expulsion Hearing Letter** Contact the Superintendent's Assistant and she will send you a copy of the letter
6	**Board Policy/State Statute violations** Copy Board Policies from the website
7	**Student discipline records** Print information from Infinite Campus
8	**IEP/504 Plan Records** Yes ____ No ____ If yes, Manifestation Determination Review Yes ___ No ___** Check Yes or No
9	**Attendance Records** Print copy of attendance record from Infinite Campus
10	**Police reports** Ask SRO/Police for a copy of the report as soon as possible
11	**Due process paperwork** Print ad hoc report from Infinite Campus
12	**Suspension letter to parent/guardian** Same information as #11
13	**Habitual Disruptor History and Plan**** Include if a school has drawn up a plan
14	**Teacher's statements**** Teacher's written description of incident with signature
15	**Witness statements**** Witnesses' written statements with signature
16	**Student statement** Student's written statement with signature
17	**Photos and/or video surveillance**** Pictures that may have been taken showing evidence
18	**Social media postings, school work containing threatening content**** Include screen shots of each media postings or copies of school work
19	**Correspondence with parent/guardian, i.e., emails, phone calls** Documented phone calls and emails between administrators and parent/guardian

**If there is no information, please include a sheet stating "There were no _____ (fill in the blank).

EXHIBIT J

Additional Services Agreement -

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2019-2020 school year. Items in this list may be subject to separate License Agreements or Service Level Agreements. Prices and availability of services and licenses are subject to revision annually, regardless of the term of this contract. Additionally, agreements between the charter school and the District for services not in this list may be entered into under separate contracts or agreements, as needed.

District Technology Services

Required Services Pursuant to Section 10.4

FY20

Infinite Campus and Alpine Achievement	Oct 1 Student Count	Cost Per Student	Total Cost
Infinite Campus License	457	$ 10.50	$ 4,798.50
IC & Alpine Enterprise Enterprise Personnel Costs		18.59	8,495.63
Alpine Achievement License		7.65	3,496.05
Server Licenses (VM & Microsoft)		0.29	132.53
Shoutpoint (E-rate discount applied)		1.14	520.98
Total			$ 17,443.69

Active Directory Authentication Services (AD)	Number of AD Accounts	Cost per Account	Total Cost
Licenses for staff requiring access to Infinite Campus	41	$ 18.80	$ 770.80
Total			$ 770.80

Optional Services

Citrix Fees	Num of Citrix Accounts	Cost Per Account	Total Cost
EMC Storage	0	$ 19.67	$ -
Citrix Server		15.50	-
Citrix License		85.00	-
Microsoft License (part of Citrix image)		35.31	-
Total			$ -

Destiny Media Manager (Library Curriuculum)	Accounts	Cost per Account	Total Cost
Site License Fee	0	$ 550.00	$ -
Annual Maintenance Fee	0	150.00	$ -
Total			$ -

Active Directory Authentication Services (AD) (TPCA	Number of AD Accounts	Cost per Account	Total Cost
Additional Staff License (Not on Line 19)	0	$ 18.80	$ -
Total			$ -

Virtual Private Network (VPN) (TCPA Only)	Number of VPN Accounts	Cost per Account	Total Cost
License	0	$ 50.68	$ -
Total			$ -

Recurring VOIP Costs (TPCA Only)	Recurring VOIP Accounts	Cost Per Account	Total Cost
License	0	$ 52.69	$ -
Total			$ -

New VOIP Costs (TPCA Only)	New VOIP Accounts	Cost Per Account	Total Cost
License	0	$ 542.29	$ -

Total			$ -
ISP/Webfilter (TPCA Only)	**Oct 1 Student Count**	**Cost Per Student**	**Total Cost**
ISP/Webfilter	0	$ 8.69	$ -
Total			$ -
Wide Area Network (TPCA Only)	**WAN Use (1 or 0)**	**Annual Cost**	**Total Cost**
Wide Area Network (E-rate discount applied)	0	$ 5,977.24	$ -
Total			$ -

Human Resources

AESOP	**AESOP Use (1 or 0)**	**Annual Cost**	**Total Cost**
AESOP License (may not be available)	1	$ 1,500.00	$ 1,500.00
Total			$ 1,500.00

Warehouse

Delivery Service	**Delivery Service (1 or 0)**	**Annual Cost**	**Total Cost**
Delivery Service	1	$ 3,000.00	$ 3,000.00
Total			$ 3,000.00

Total Exhibit H Service/License Costs: $ 22,714.49

Our school chooses the ELPA services below in lieu of receiving ELPA funding directly. Yes__X___ No_____

Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. Yes__X___ No_____

Other Items on Ad Hoc Basis (to be billed monthly)

Note: This is not an all-inclusive list. There may be other items that the charter school contracts with the District.

Substitute Teacher Jobs (Salary, PERA, Medicare)

Workers Compensation Insurance Surcharge per Substitute Teacher Day ($3.00 for full day sub/ $1.50 for half-day sub)

Unemployment Charges

Transportation Reimbursement (Field Trips)

Warehouse Orders

"100 Mile Club" Reimbursement

Student Services:

- Hearing and Vision Screenings for Schools under 400 Students: $300 for initial screening; $105 for rechecks
- Hearing and Vision Screenings for Schools over 400 Students: $600 for initial screening; $210 for rechecks
- Truancy Filings ($55/hour)

State Categorical Aid:

- **100% of GT money is passed through the charter schools.**
- Gifted & Talented Services (Screenings, Consultation and Trainings) Will be provided at actual District cost of $50 per hour.
- **ELPA Services - The following services will be provided at no charge in lieu of ELPA funding or may be purchased directly:**
  - Summer School ($450/student)
  - ACCESS Data Parent Comm/Reports/Disaggregated Data ($10/student)
  - ACCESS Training
  - Consulting on "As Needed" Basis ($50/hour)
  - Consulting Support Services ($50/hour)
  - ESL Teacher Training 4 Meetings ($350/teacher)
  - Newsletter ($2/Student)
  - Other Non-ESL Literacy Support: Seminars, READ ACT, Compliance, Testing and Literacy ($425/Teacher)

- Parent Meetings ($10/student)				
- WAPT - Screening, Input, Electronic Filing, Communication, etc. ($25/student)				
Federal Categorical Aid:				
- Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.				
- Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:				
- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs				
- MTSS/PBIS Support				
- Classroom Management				
- Partners in Education (PIE) Master's Program Coaching				
- New Teacher Induction/What I Didn't Learn in College				
- New Administrator Induction				
- Teacher Mentor Training				

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Carbon Valley Academy Contract Renewal

RECOMMENDATION

That the Board of Education approve the 2019-2022 contract with Carbon Valley Academy.

BACKGROUND

The District negotiated a standardized three-year contract document with the charter schools in 2016. This year, the charter schools negotiated together to refine and update this standardized document. The three-year term remains, but the contract now contains two optional one-year renewals.

Carbon Valley's contract specifies that they have a public preschool, and they will purchase services from the District in lieu of receiving some federal and state grant funds directly.

All charter school contracts were discussed at the June 12, 2019 Board Meeting, and are presented individually for approval.

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

TABLE OF CONTENTS

Section	Caption	Page
	RECITALS	4
1.	DEFINITIONS	4
2.	ESTABLISHMENT OF SCHOOL	
2.1	Term	6
2.2	Charter school legal status	6
3.	DISTRICT-SCHOOL RELATIONSHIP	
3.1	District responsibilities and rights	7
3.2	School responsibilities and rights	8
3.3	Procedures for contract amendments	11
3.4	District-School dispute resolution procedures	12
3.5	Other remedies	13
3.6	District violations of charter school law or contract	14
4.	SCHOOL GOVERNANCE	
4.1	Governance	15
4.2	Corporate purpose	15
4.3	Transparency	15
4.4	Complaints	15
4.5	Contracting for core educational services	15
5.	OPERATION OF SCHOOL AND WAIVERS	
5.1	Operational powers	16
5.2	Transportation	16
5.3	Food services	16
5.4	Insurance	16
5.5	Waivers	17
6.	SCHOOL ENROLLMENT AND DEMOGRAPHICS	
6.1	School grade levels	19
6.2	Student demographics	19
6.3	Eligibility for enrollment	19
6.4	Enrollment preferences, selection method, timeline and procedures	19
6.5	Admission procedures	19

6.6	Participation in other District programs	21
6.7	Non-resident admissions	21
6.8	Student movement after October 1	21
6.9	Expulsion and denial of admission	21
6.10	Continuing enrollment	22
7.	EDUCATIONAL PROGRAM	
7.1	Vision and mission	23
7.2	Unified Improvement Plan	23
7.3	District Accreditation Indicators	23
7.4	Educational program characteristics	23
7.5	Online program	23
7.6	Curriculum, instructional program and pupil performance standards	23
7.7	English language learners	23
7.8	Education of students with disabilities	24
7.9	Education of students with 504 Plans	26
8.	FINANCIAL MATTERS	
8.1	Revenues	27
8.2	Disbursement of per pupil revenue	28
8.3	Adjustments to funding	29
8.4	Budget	29
8.5	Enrollment projections	29
8.6	TABOR reserve	30
8.7	Non-appropriation of funds	30
8.8	Contracting	30
8.9	Annual audit	30
8.10	Quarterly reporting	31
8.11	Non-commingling	31
8.12	Encumbrances and borrowing	31
8.13	Accounting system	31
8.14	Building corporation	31
9.	PERSONNEL	
9.1	Employee status	32
9.2	District teachers	32
10.	SERVICE CONTRACTS WITH DISTRICT	
10.1	Direct costs	33
10.2	District services	33
10.3	Special education services	33
10.4	Student information data processing system	33
10.5	Substitute Scheduling System	33
10.6	Personnel services	34
10.7	Additional services	34

11.	FACILITIES	
11.1	Location	35
11.2	Use of District facilities	35
11.3	Impracticability of use	35
11.4	Long-range facility needs	35
12.	CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE	
12.1	Renewal	36
12.2	Termination and appeal	36
12.3	School-initiated closure	36
12.4	Dissolution	37
12.5	Return of property	37
13.	GENERAL PROVISIONS	
13.1	Order of precedence	38
13.2	Amendments	38
13.3	Merger	38
13.4	Non-assignment	38
13.5	Governing law and enforceability	38
13.6	No third-party beneficiary	38
13.7	No waiver	38
13.8	Notice	38
13.9	Severability	39
SIGNATURE PAGE		40
EXHIBIT A	WAIVERS FROM STATE LAW AND/OR REGULATIONS	
EXHIBIT B	DISTRICT POLICY EXEMPTIONS/WAIVERS	
EXHIBIT C	OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION	
EXHIBIT D	ENROLLMENT PROCEDURES	
EXHIBIT E	UNIFIED IMPROVEMENT PLAN	
EXHIBIT F	DISTRICT ACCREDITATION INDICATORS	
EXHIBIT G	EDUCATIONAL PROGRAM CHARACTERISTICS	
EXHIBIT H	PLAN FOR ENGLISH LANGUAGE LEARNERS	
EXHIBIT I	DUE PROCESS GUIDELINES AND CHECKLIST	
EXHIBIT J	ADDITIONAL SERVICES AGREEMENT	

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

This Contract is made and entered on June 26, 2019 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district, hereafter referred to as the "District" and **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 a renewal charter application for School as a District charter school through June 30, 2023, 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 Charter School Name.

Charter Board shall mean the Charter School Name. Board of Directors.

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

Administrator shall mean the principal/executive director of the School.

Application shall mean the School's application for a charter school, dated October 8, 2004.

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

CDE shall mean the Colorado State Department 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 8, 2016.

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

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

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, 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.

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.

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.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

2. ESTABLISHMENT OF SCHOOL

2.1 Term. This Contract is effective as of July 1, 2019 for a three-year period, terminating on June 30, 2022. The District may extend the Contract for two (2) separate one (1) year terms. The District shall provide the School with written notice no less than one-hundred fifty (150) days prior to June 30, 2022 in order to exercise the first one (1) year term extension and with written notice no less than one-hundred fifty (150) days prior to June 30, 2023 in order to exercise the second one (1) year term extension. Except as herein contained or otherwise agreed pursuant to Section 13.2 (Page 38), all other terms and conditions of the Contract shall remain the same under the one (1) year extension(s).

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 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 non-profit. 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 (Page 17) 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.

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 that 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 (10) 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 3.2.5.a (Page 10)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 (Page 23).

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 (Page 33), 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. 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 (3) 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. Any time there is knowledge of an incident involving an employee or student that may generate significant negative press or public notoriety to the school or school district.
7. A change in the administrative leader of the School.

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 or indictment 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 (60) 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 CDE as set forth in 1 CCR 301-37, §15.00.
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 Safety. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August to the District

Security Manager, who will be responsible for communicating the information to local responders.

3.2.4 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 (Page 17). 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.

3.2.5 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 (10) Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 (Page 12) 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 (10) business days or such other time as the parties may agree to cure such breach.

b. Required financial reports (in Excel format, unless otherwise noted)

    1. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    2. Annually, as specified:
        i. Calendar year-end trial balance – February 1
        ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        iii. Projected enrollment – Preliminary by Feb 1, adjusted by March 15
        iv. Proposed Budget – April 15
        v. Charter Board adopted budget – June 30
        vi. Draft of annual audit with Trial Balance – September 1 or as reasonably scheduled by District auditors
        vii. Verification of prior year charter approved special education expenditures – September 15

viii. Final annual audit with Trial Balance – October 1 or as scheduled by District auditors

ix. 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.

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 and January 31.

i. The District HR department will retain information on School personnel provided on the completed CDE Employee Data Collection Form.

ii. 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 CDE or other Federal or State governmental authorities.

iii. The School will communicate with the District regarding employees requiring SVVSD accounts (to include Active Directory and Infinite Campus; does *not* include email except where noted in Exhibit J), and within 48 hours of employee termination in order to ensure those accounts are disabled in a timely manner.

3.2.6 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 (60) 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.

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 (3) 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 ten (10) calendar days after the close of the hearing. Such report will contain findings provided that the arbitrator is not authorized to modify, add to or subtract from this agreement. The arbitrator will issue a brief, confidential statement of findings and a recommendation to the parties. The Board of Education may act to accept or reject such recommendation at the next regularly scheduled meeting occurring at least two weeks after receipt of the arbitrator's recommendation and, at that time, will release the arbitrator's findings within the meaning of C.R.S. 22-30.5-107.5(3)(b).

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 (Page 36). 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 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.

a. 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 3.2.5 (Page 10) by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4 (Page 29).

b. 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, C.R.S. 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.

c. 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 3.4.b (Page 12). 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.

d. 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.

e. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in Section 8 (Pages 27-31) or deficiencies related to financial reporting requirements outlined in section 3.2.5.b (Page 10) occurs, the District may, upon Board action, require the school to:
   1. 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
   2. 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 (Page 12).

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 (Page 6) 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, 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.

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 which will not be unreasonably delayed or denied); 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 insurance (including owned, hired and non-owned vehicles). The School will also purchase a bond or crime insurance and property insurance that covers 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

(10) Days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.
In consideration of the possibility of a data breach of protected information and/or the introduction of malicious code, and due to the Charter contracting with the District to use certain shared platforms that contain protected information, responsibility for the breach of information shall be governed as follows. For a covered cause of loss, District liability coverage may extend if the Charter is affected by a claim or loss resulting from the District's failure to properly handle, manage, store, destroy, or otherwise control Personally Identifiable Information, educational information, financial information, or other forms of protected information, subject to policy terms, conditions, and exclusions. if the breach is caused by a system the District contracts for that the charters use, the District insurance is primary.

If the cause of loss is determined to result from a third party vendor or contractor contracted by the Charter, or a breach stemming from the Charter, or Charter users of the platform, coverage would be the responsibility of the Charter's liability carrier. The charter agrees to indemnify the District against any claims or causes of loss that arise from any successful or attempted breach of data at the level of the Charter or the Charter's users.

5.5 Waivers.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

   Waivers are not required, but may be granted or requested for purposes of clarity, when a statute or policy by its express terms does not apply to charter schools. The District will reasonably cooperate with the School in granting waivers of policy or applying for waivers of statute when such waivers are necessary or appropriate to enable the School to serve the best interests of students and fulfill its mission.

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

b. 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.

c. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty

(30) 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 (30) 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.

d. 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.

e. A list of all state waivers is included as **EXHIBIT A**. A list of all District policy waivers is included as **EXHIBIT B.**

6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through grade eight, including other ancillary activities.

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 C**, 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 D**.

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

a. Following the application deadline and upon completing the lottery, if appropriate, the School shall request that the student/District provide the most recent Individualized Education Program ("IEP") IEP or Section 504 Plan, if any.

b. When an applicant has an existing IEP Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District Special Education representative shall review the IEP Plan, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the services 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 Special Education representative will convene a complete IEP Plan team to make the final determination. If the determination by the full team is that the IEP Plan cannot be fully implemented at the School and therefore a Free Appropriate Public Education (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 Plan Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Special Education, along with parents, will participate in the IEP Plan Team meeting at the School.

c. Admission of applicants with an IEP Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the IEP Plan , unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP Plan team review meeting is held and the Plan 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 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

d. When an applicant has an existing Section 504 Plan, prior to the decision to deny admission, a Review Team consisting of the School Principal or designee, the School 504 Coordinator, and the executive director of Student Services shall review the Section 504 Plan. If deemed appropriate, the Review Team will confer with staff at the student's previous school to determine whether the services 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 executive director of Student Services will convene a Section 504 Plan team to make the final determination. The 504 Plan Team shall consist of the principal or designee of the charter school, parents of the student, the area assistant superintendent(s) of schools, the executive director of Student Services and any other participants as required by federal law. If the determination by the 504 team is that the Section 504 Plan cannot be fully implemented at the School, the student's application for admission will be denied and the student's current placement will be determined by the 504 Plan Team. If the 504 Plan Team cannot reach consensus, then the student's placement will be determined by the area assistant superintendent(s) of the sending and receiving schools.

e. Admission of applicants with a Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with a Section 504 Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full Section 504 Plan team review meeting is held and the Plan

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 Section 504 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

f. 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.

6.6 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.

6.7 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 reside outside the District. Once accepted for enrollment, a non-District resident student may re-enroll 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. The Charter Board, however, 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, in conformance with state statutes and the District's policies 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., to conduct a due process hearing. To ensure a fair process, the Charter Board must provide notice of the contemplated action to the student and parents/guardians. The Board must also prepare an evidence notebook regarding the grounds for expulsion including, without limitation, student data, witness statements, photographs, copies of school rules/regulations, and other evidence. The evidence must be presented to a designated hearing officer at the hearing to render findings of fact and

recommendations in accordance with relevant state and federal laws and the District's policies regarding expulsion and denial of admission. Following a hearing, the Charter Board's designated hearing officer shall issue its confidential written recommendation and convey the same, together with the evidence notebook described above and a copy of the taped proceedings, to the District no later than two (2) school days after the hearing. The District's Superintendent or designee shall review the hearing officer's recommendation and the file and determine whether the School's removal was warranted and in compliance with federal and state laws and the School's policies. The Superintendent or designee will issue a written decision, which shall be final as to the removal of the student from enrollment in the School. The approval to remove a student from the school shall not be unreasonably withheld.

The District's Superintendent or designee shall additionally determine whether the grounds for removal from the School also constitutes grounds for possible expulsion from all schools within the District, and the District may proceed with an expulsion hearing pursuant to the District's policies and regulations.

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.

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 E**.

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 F**. 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 G**, subject to modification with the District's written approval.

7.5 Online 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 CMAS tests as required by the State, subject to the statutory right of parents to opt out of the test. The School will not impose consequences on students or parents that have the effect of encouraging or discouraging students or parents from opting out. The School may recommend or reasonably advocate that parents not opt out. 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 H**. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.

7.8 Education of students with disabilities.

a. 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.

b. The District will provide all special education support services to students at the School, except that the School will hire its own special education teacher(s) and paraprofessionals subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education. 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. The school may hire itinerant staff with District approval, subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education.

c. The cost for special education services is described in Section 10.3 (Page 33). 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), CDE's Federal Complaints Officer, or Individuals with Disabilities Education Act (IDEA) due process proceedings. In the case that findings from the complaint indicate gross negligence of school staff, the School shall have the responsibility for paying for all fees and expenses, including attorneys' fees, expert costs, settlements and judgments, incurred and related to the School's special education students. 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 Review Team, it will be the responsibility of the District.

d. 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. In the case where The School Administrator and

the Director of Special Education disagree about interpretation or application of statute or regulation with regard to a matter at The School, The School may express any legal concerns to counsel for the District prior to a final decision being communicated by the Executive Director of Special Education with regard to said matter.

e. 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 Special Education, 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.

f. 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 during the school year, following their employment, and be supported by a mentor selected by the Special Education Department throughout the first year of employment.

g. 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.

h. 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.

i. If a student needs support outside of the school day to participate in a school-related activity, the support must be pre-approved by the Special Education Executive Director. If the need is determined and approved by the Special Education Executive Director, the school shall have responsibility for hiring and paying for the support and the cost shall be included in the cost model outlined in Section 10.3 (Page 33).

a. 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.

b. 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.

c. Gifted and Talented services will follow state approved pathways for identification and the provision of services.

7.9 Education of students with 504 Plans. 504 Plans are developed by the School. The School must have a designated 504 Plan coordinator. The District will provide training and consultation to the School 504 Plan coordinator.

8. FINANCIAL MATTERS

8.1 Revenues

1. District Per Pupil Revenue (PPR) 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 PPR 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 funds) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds by the District. 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. In lieu of funds, the School may receive federally funded goods or services from the District. Specific goods and services would be negotiated and documented in **EXHIBIT J.**

3. State categorical aid. On or before January 25 of each year, the District will provide to the School the School's proportionate share of applicable state categorical aid received by the District for which the School is eligible (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 and capital construction funds). Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required. In lieu of funds, the School may receive categorically funded goods or services from the District. Specific goods and services would be negotiated and documented in Exhibit J. Special Education costs and reimbursements will be addressed as stated in Section 10.3 (Page 33).

4. Mill Levy Override Funds. The Parties acknowledge that the General Assembly adopted HB 17-1375, effective June 2, 2017, codified in Section 22-32-108.5,

C.R.S. (2017), concerning the distribution of Additional Mill Levy Revenue to charter schools. The District has adopted a plan under the Revenue Sharing Bill ("HB 17-1375 Plan"). Subject to the paragraph below, the St. Vrain Valley School District HB 17-1375 Plan will provide that, for the current fiscal year, the District will allocate ninety-five percent (95%) of the total 2008 and 2012 Mill Levy Override revenue to the School, divided by the certified District-wide Funded Pupil Count, multiplied by the School's certified Funded Pupil Count for the current fiscal year. The amount allocated may be prorated in the event that the charter school ceases operation part-way through the year. This plan will commence in FY 2019-20 and continue thereafter unless amended by the District's Board following any periodic review of the plan.

Notwithstanding anything to the contrary contained above, in the event any portion of HB-1375 is found to be illegal, invalid, or unenforceable for any reason, the Parties agree that the H.B. 17-1375 Plan and the allocations above may be rescinded or revised by the District Board and that the Parties will reopen negotiations concerning amending this Contract for the remainder of the term. The District's Board of Education reserves the right to contract with or financially support any charter school on an ad-hoc, individual, and discretionary basis in order to benefit St. Vrain students and further the mission and vision of the District. Any such contracts or support shall not be deemed to modify the established HB 17-1375 Plan.

5. Bond Issues. The District will allow for representation by the charter schools on any committee established by the District to assess and prioritize the District's capital construction needs. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time, but no later than June 1 of the applicable election year.

6. Annual accounting. As required by state statute, the District shall provide a final accounting of costs to the School by September 30 of each year. Any imbalance of funds shall be corrected by October 31. The District will use the School's year-end financial information to establish the special education (or other agreed to categorical) expenditures to be included in the annual accounting reconciliation. The School must verify its special education (or other agreed to categorical) expenditures prior to September 15 of each year in order for the District to meet the State Statute deadlines.

8.2 Disbursement of Per Pupil Revenue (PPR). Commencing on or around July 25th, but not to exceed the last business day of the month of the contract term, District PPR funding, as described in Section 8.1 (Page 27) 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 (Page 29). 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 (Page 29).

8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: On or around December 26, but not to exceed the last business day of the month, 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 or around December 25 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 payment, so that funding is equal to the PPR provided for in this Contract, will be made no later than the on or around June 25 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 of each year, 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 of each year, 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 (Page 13).

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 having a per event or annual value greater than $5,000.00 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 generally accepted accounting standards and governmental accounting pronouncements performed by a certified public accountant each fiscal year. The audit shall comply with the CDE's Financial Policies and Procedures Handbook, Data Pipeline requirements, etc. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in Section 3.2.5.c (Page 11) of this contract. A failure by the District to provide required information to the School by its deadline shall reopen negotiations on the School's audit deadlines, provided that no delay in the timeline shall exceed the number of days that the District was late. 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.e (Page 14).

8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(1)(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 each month. The format of the reports must be 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 CDE. 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 must use the financial reporting method for the building corporation required by the District.

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.

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 nursing services, and 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 signed by 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 Special Education. 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 security and 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 J**).

10.5 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's Substitute Scheduling System. The School 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 J**). The School will agree to pay the substitute rates as set annually in **EXHIBIT J**. Such rates will include a flat rate to cover worker's compensation costs.

10.6 Personnel services. 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.

10.7 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 J**. 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 J** must be negotiated under a separate services agreement.

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 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 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.

12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. Timeline and process. The School will submit its renewal application by 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 school year before the School's Charter expires. If the Board of Education decides not to renew the Charter, it will detail the reasons in its resolution.

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 District Charter Schools (Procedures for Establishment, Review, Renewal, Revocation and Closure).

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, Page 12) 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 PPR funding as described in Section 8.1 (Page 27) will be reduced by adjusting from the date of conclusion of services to the end of the school year.

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.

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.

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 (Page 12) 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 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 (3) 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.

IN WITNESS WHEREOF, the parties have executed this Contract by June 26, 2019.

CARBON VALLEY ACADEMY
4040 Coriolis Way
Frederick, CO 80504

By _____
Wayne Reyburn, President
Board of Directors

ATTEST:

_____
Suzette Goecke, Secretary

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

By _____
Joie Siegrist, President
Board of Education

ATTEST:

_____
John Ahrens, Secretary
Board of Education

EXHIBIT A

WAIVERS

Waivers from Colorado Revised Statues and/or Rules/Regulations

Automatic Waiver List as of 6/2/2017

State Statute Citation	Description
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4), C.R.S.	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S	School Year-National Holidays

Carbon Valley Academy will request, and the District will forward to the State Board of Education, the following non-automatic waivers:

Statutory Citation and Title **C.R.S. ß 22-9-106 - Local Board of Education - Duties - Performance Evaluation System** **C.R.S. 22-2-112(1)(q)(I) – Commissioner – duties - reporting**
Rationale: Carbon Valley Academy must have the ability to perform the evaluation of all personnel. Evaluation is a critical and essential function of the school. The School will comply with requirements to use student performance as part of teacher evaluations but will use its own procedures for conducting evaluations. In addition, the Executive Director may or may not be a licensed administrator and must have authority to conduct evaluations regardless of whether he or she holds such a license. Additionally, the School will not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I).
Replacement Plan: The School's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for the School's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, meet the intent of the quality standards established in state law, and are timely and clearly communicated to all affected staff. See also Staff Handbook at pp. 9-10.
Duration of Waivers: The waiver be in effect for the duration of the charter contract through June 30, 2022.
Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the Authorizer or the School.
How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in the Charter School Agreement.
Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its internal professional evaluation system, which is designed to produce increased accountability and to be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

Statutory Citation and Title **C.R.S. ß 22-63-202 - Employment Contracts - contracts in writing, damage provision**
Rationale: The School hires teachers and/or administrators at-will. If employment duties are not successfully performed, the school should have the ability to terminate any staff member in order to ensure the success of our students. While other statutes in this sequence (e.g., C.R.S. §§ 22-63-201 and 203) are only applicable to school district employees, this statute has some ambiguity on that point and should thus be waived to render it clearly inapplicable to the School's at-will employees.
Replacement Plan: All staff members at the School will be at-will employees.

Duration of Waivers: The waiver will be in effect for the duration of our contract through June 30, 2022.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the Authorizer or the School.
How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the school, per the Charter School Contract.
Expected Outcome: As a result of this waiver, the school will have the authority to employ at-will contracts for teachers and administrators.

EXHIBIT B

DISTRICT POLICY EXEMPTIONS/WAIVERS

Exemptions Requested from SVVSD Policies
The following automatic exemptions are granted for the duration of this Contract beginning July 1, 2019 and through June 30, 2022.

EBCE	School Closings and Cancellations
EEA	Student Transportation
EEAA	Walkers and Riders
EEAC	Bus Scheduling and Routing
EEAE	Bus Safety Program
EEAEA	School Transportation Vehicle Operator Requirements and Training
EEAEAA*	Drug and Alcohol Testing for CDL Drivers
EEAEAA*-R	Drug and Alcohol Testing for CDL Drivers – Regulation
EEAEF*	Video Cameras on Transportation Vehicles
EEAEG*	Use of Wireless Communication Devices by School Transportation Vehicle Operators
EF	School Nutrition Program
FA	Facilities Development Goals/Priority Objectives
FA-R	Facilities Development Goals/Priority Objectives – Regulation
FB	Facilities Planning
FB-R	Long-Range Facilities Planning Committee – Regulation
FBC*	Prioritization of Facility Improvements
FC	School Capacity Mitigation
FD	Facilities Funding
FDA	Bond Campaigns
FDB	Voluntary Capital Mitigation
FDB-R	Voluntary Capital Mitigation – Regulation
FEA	Educational Specifications for Construction
FEB	Architect/Engineer/Project Manager/Construction Manager
FEB-R	Architect/Engineer/Project Manager/Construction Manager – Regulation
FEE	Site Acquisition
FEE-R	Site Acquisition – Regulation
FF	Naming of Facilities
FFA	Dedications, Memorials and Recognitions
GBEBA	Staff Dress Code
GBEBC	Staff Gifts to and Solicitations by Staff
GBGAB	First Aid Training
GBGB	Staff Personal Security and Safety

GBGC	Staff Benefits
GBGD	Workers' Compensation
GBGF	Federally-Mandated Family and Medical Leave
GBGF-R	Federally-Mandated Family and Medical Leave – Regulation
GBGI	Staff Military Leave
GBGK	Staff Legal/Civic Duty Leave
GBJ	Personnel Records and Files
GBK	Staff Concerns/Complaints/Grievances
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules
GCE/GCF	Professional Staff Recruiting/Hiring
GCE/GCF-R	Professional Staff Recruiting/Hiring – Regulation
GCFA*	Hiring of Instructional Staff/Portability of Non-Probationary Staff
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff
GCI	Professional Staff Development
GCKAA*	Teacher Displacement
GCO	Evaluation of Licensed Personnel
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff
GCQE*	Evaluation of Evaluators
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal)
GCS	Professional Research and Publishing
GDA	Support Staff Positions
GDBA	Support Staff Compensation
GDE/GDF	Support Staff Recruiting/Hiring
GDE/GDF-R	Support Staff Recruiting/Hiring – Regulation
GDG	Part-Time and Substitute Support Staff Employment
GDO	Evaluation of Support Staff
GDQB	Resignation of Support Staff
GDQD	Discipline, Suspension and Dismissal of Support Staff
HA	Negotiations Goals/Priority Objectives
HH	Negotiating Organization (Instructional Staff)
IC/ICA	School Year/School Calendar/Instruction Time
IFC	Multiculturalism
IG	Curriculum Development
IHAI	Career and Technical Education
IHAM	Health and Family Life/Sex Education
IHAM-R	Health Education – Regulation
IHAMA	Teaching about Drugs, Alcohol and Tobacco
IHBA	Special Education Programs for Students with Disabilities
IHBB	Gifted Education
IHBD	Equivalence of Services (Title I)
IHBEA	English Language Learners
IHBF	Homebound Instruction
IHBG	Home Schooling

IHBIB	Primary/Preprimary Education
IHBK	Preparation for Postsecondary and Workforce Success
IHBK-R	Preparation for Postsecondary and Workforce Success (Implementation Plan for Student Individual Career and Academic Plans regulation
IHCDA	Concurrent Enrollment
IJ	Instructional Resources and Materials
IJK	Supplementary Materials Selection and Adoption
IJNDAB*	Instruction through Online Programs
IJOA	Field Trips
IJOA-R	Field Trips – Regulation
IJOA-E	Field Trip/Activity Permission Form – Exhibit
IJOC	School Volunteers
IJOC-E	School Volunteer Application – Exhibit
IK	Academic Achievement
IKA	Grading/Assessment Systems
IKA-R	Grading/Assessment Systems (Exemption Procedure and Information to Parents/Guardians) – Regulation
IKE	Ensuring All Students Meet Standards
IKF-R	Graduation Requirements-Physical Education Waiver – Regulation
IKFA	Early Graduation
IKFB	Graduation Exercises
IMB	Teaching about Controversial Issues and Use of Controversial Materials
IMDB	Flag Displays
JC	School Attendance Areas
JC-R	Determination of a Student's School Attendance Area – Regulation
JCAA	School Districting/Redistricting
JCAA-R	School Districting/Redistricting (School Boundary Change Guidelines) – Regulation
JGA	Assignment of New Students to Classes and Grade Levels
JGA-R	Assignment of New Students to Classes and Grade Levels (Students from Home Instruction or Non-accredited Private Schools) – Regulation
JH	Student Absences and Excuses
JH-R	Student Absences and Excuses – Regulation
JHD	Exclusions and Exemptions from School Attendance
JIC	Student Conduct
JICA	Student Dress Code
JICC	Student Conduct in School Vehicles
JICC-R	Student Conduct in School Vehicles – Regulation
JICDA	Code of Conduct
JICDE*	Bullying Prevention and Education
JICEA	School-Related Student Publications (School Publications Code)
JICEA-R	School-Related Student Publications (School Publications Code) – Regulation
JICEC*	Student Petitions and Distribution of Non-Curricular Materials
JICEC*-R	Student Petitions and Distribution of Non-Curricular Materials – Regulation
JICF	Secret Societies/Gang Activity

JICG	Use of Tobacco by Students
JICH	Drug and Alcohol Involvement by Students
JICH-R	Drug and Alcohol Abuse by Students – Regulation
JICI	Weapons in School
JIH	Student Interviews, Interrogations, Searches and Arrests
JIH-R	Student Interviews, Interrogations, Searches and Arrests – Regulation
JIHB	Parking Lot Searches
JII	Student Concerns, Complaints and Grievances
JII-E	Grievance Form – Exhibit
JJA-1	Curriculum Related Student Organizations
JJA-2	Student Organizations – Open Forum
JJA-2-R	Non-Curricular Student Organizations (Secondary Schools) – Regulation
JJA-2-E	Request for Building Use by Non-Curricular Student Groups – Exhibit
JJF	Student Activities Funds
JJH	Student Travel
JJIB	Interscholastic Sports
JJJ	Extracurricular Activity Eligibility
JJJ-R	Extracurricular, Co-Curricular and Intramural Activity Eligibility – Regulation
JK	Student Discipline
JKBA*	Disciplinary Removal from Classroom
JKBA*-R	Disciplinary Removal from Classroom – Regulation
JLCF	District School Nurses
JLCF-R	District School Nurses – Regulation
JLD	School Counseling Programs
JLIF	Use of Safety and Security Technologies
JLIF-R	Use of Safety and Security Technologies – Regulation
JLJ*	Physical Activity
JM	Student Awards, Honors and Scholarships
JM-R	Student Awards, Honors and Scholarships – Regulation
JQ	Student Fees, Fines and Charges
JQ-R	Student Fees, Fines and Charges – Regulation
JQ-E	Schedule of Student Fees – Exhibit
KE	Public Concerns and Complaints
KEC	Public Concerns/Complaints about Instructional Resources
KEF*	Public Concerns/Complaints about Teaching Methods, Activities or Presentations
KF	Community Use of School Facilities
KHB	Advertising and Sponsorships
KHB-R	Advertising and Sponsorships – Regulation
KHC	Distribution/Posting of Non-curricular Materials
KHC-R	Distribution/Posting of Non-curricular Materials – Regulation
KI	Visitors to Schools

EXHIBIT C

OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION

Since December of 2010 the school has continued 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 – 8 student population in the District attendance area it serves. 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 subsequent charter contract.

The School will adopt or maintain the following steps to achieve or make reasonable progress toward this goal: free or reduced cost food service; appropriate services and information for non-English speaking students and parents; and a School preschool program or programs so located and managed as to be accessible to low-income parents (for example the Colorado Preschool Program), 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.

EXHIBIT D

ENROLLMENT PROCEDURES

To be submitted by charter school

Enrollment Policy

Carbon Valley Academy (the School) will recruit students in a manner that ensures equal access to the school and does not discriminate against students of race, color, national origin, religion, sex, sexual orientation, disability or other legally protected status. Furthermore, this enrollment policy is intended and designed to meet the requirements of Colorado Revised Statute §§22-30.5-104 (3) and 22-36-101; ensure equal access to the school; and serve at-risk students (defined as those eligible for free and reduced lunch).

Admission to the School will be through a first-come, first-served process. Applications will be recorded by date and time received by the School. Within each priority group identified below, students whose application was made first in time will be admitted first until a class is filled. Students eligible for admission but not admitted will be placed on a waiting list, subject to the rules stated below.

Where any rule regarding enrollment requires that parents give notice of intent to enroll by a certain date (for example, if students in the School's public preschool wish to enroll in the School's kindergarten), the Executive Director may establish a date certain for such notice, with at least two weeks' notice to all affected parents of their need to confirm their intent to enroll. The School may establish an appropriate capacity limit for each grade. There are no prerequisites or "required levels of performance," C.R.S. § 22-36-101, for admission in grades pre-5.

1. Students who are already enrolled in the School will, in all cases, have priority over all other students and a right to continue at the School from grade to grade, absent expulsion, withdrawal, court order, or other lawful process of removal. If the number of such students exceeds the stated capacity limit for the grade, students who are continuing in the school will nonetheless be admitted to the next grade.

2. Student who attend the School's public preschool with have priority for enrollment in kindergarten, as provided in C.R.S. § 22-28-104, even if the number of such students exceeds the capacity limit for kindergarten.

3. Siblings of students will have priority for enrollment in available vacancies after all students in priorities 1 and 2 have been admitted, provided that sibling priority does not create an exception to the pre-requisite requirements stated for 6th, 7th and 8th grades in ¶ 5, below.

4. Students who are new to the School must identify the single grade in which they seek admission. The Executive Director may inquire with parents to confirm the grade in which they seek admission. Seeking admission to a clearly inappropriate grade for the purpose of securing admission is grounds for denial of admission in that grade.

5. For students wishing to enter the School for the first time in grades 6, 7 and 8, only:

    a. A student who has completed the preceding grade at the School shall, as stated in ¶ 1, have priority for enrollment over all other students for admission to grades 6-8.

    b. A student who has completed the preceding grade at another core knowledge school (or its substantial equivalent, as determined by the Executive Director) shall be eligible for admission to vacancies, if any, in grades 6-8. Completion of grades 5, 6 or 7 in a core knowledge program or its equivalent is a prerequisite for admission to grades 6, 7, or 8.

6. Special Education Enrollment: Students who are on an active IEP will be conditionally admitted prior to any screening. Enrollment is conditional, however, upon review of the IEP. Should a question arise about the School's ability to provide the services of the IEP, an IEP meeting will be held to determine final enrollment.

The School has the right to continue to accept students up to Student Count day (usually October 1 of each year). The School reserves the right to accept students after this date. Students who applied for enrollment and were placed on a waiting list, must re-apply the following year. Letters of Intent do not carry over from year to year.

Note: Appropriate capacity in each grade can vary from year to year depending on budget considerations, staffing patterns, changes (if any) in scheduling, School commitments to certain class size norms, and other factors. The Executive Director will develop proposed capacity limits each year which will be shared with the Board. After receiving any Board input, the Executive Director will finalize, post online, and otherwise make publicly available the applicable capacity limits. To enable timely enrollment decisions, this process should be completed by June of each year.

COLORADO
Department of Education

Mandatory
FORM # SPS-135
EDAC APPROVED
Approved 07/1/2018 for 2018-2019

Colorado's Unified Improvement Plan for Schools

CARBON VALLEY ACADEMY UIP 2018-19 | **School:** CARBON VALLEY ACADEMY | **District:** ST VRAIN VALLEY RE 1J | **Org ID:** 0470 | **School ID:** 1284 | **Framework:** Performance Plan: Meets 95% Participation | **Draft UIP**

Table of Contents

Executive Summary

Improvement Plan Information

Narrative on Data Analysis and Root Cause Identification

Action Plans

Addenda

Executive Summary

If we...

INCREASE AVAILABILITY OF INFORMATIONAL TEXT IN CLASSROOM AND LIBRARY

Description:

Throughout team meetings, teachers will be asked about how they plan to implement more informational text in their lesson plans. Principal will share strategies for using informational text.



MATH EXPRESSION AND REASONING

Description:

Teachers will be provided with training and strategies for increasing student writing and explaining in math and will formulate a plan for integrating those strategies into their lesson plans.



Then we will address...

LACK OF OPPORTUNITY



Description:

Students do not have sufficient exposure to informational text in school or at home.

Then we will change current trends for students

INFORMATIONAL TEXT



Description:

Across all grade levels students scored lowest in the area of informational text.

MATH EXPRESSION AND REASONING



Description:

Across all grade levels students scored lowest in the area of expression and reasoning.

Access the School Performance Framework here:http://www.cde.state.co.us/schoolview/performance

Improvement Plan Information

Additional Information about the school

Improvement Plan Information

The school/district is submitting this improvement plan to satisfy requirements for (check all that apply):

✓ State Accreditation

School Contact Information

Name: Catherine Linhardt
Title: Principal
Mailing Street: Carbon Valley Academy 4040 Coriolis Way
Mailing City / State/ Zip Code: Frederick CO 80504
Phone:(303) 774-9555
Email: catherine.linhardt@cvamail.com

Name: Tony Carey
Title: Executive Director
Mailing Street: 4040 Coriolis Way
Mailing City / State/ Zip Code: Frederick CO 80504
Phone:(303) 774-9555
Email: tony.carey@cvamail.com

Narrative on Data Analysis and Root Cause Identification

Description of school Setting and Process for Data Analysis

Carbon Valley Academy is a charter school with a focus on rigorous academics. The school is located in Frederick, CO. The school population consists of approximately 83% Caucasian, 7% Hispanic, and 17% other ethnicity.

Grade level teams meet biweekly to discuss data, trends for instruction, and results policies. Using current results the teams discusses trends as well as areas of improvement in areas including instruction and assessments.

Carbon Valley Academy is lead by a leadership team consisting of Principal, Dean of Student Affairs, and Dean of Community Relations who work together in decision making regarding instruction and assessments.

Prior Year Targets

Consider the previous year's progress toward the school targets. Identify the overall magnitude of the school performance challenges.

PERFORMANCE INDICATOR: ACADEMIC GROWTH

Prior Year Target:	Number Sense from 40% P/ A to 50% P / A
Performance:	Classroom teachers are including more small group differentiated interventions in their daily lesson plans to address this need.
Prior Year Target:	Informational Text
	Classrooms have now used the CKLA reading curriculum for 3 years in grades K-3 which incorporates more nonfiction

Performance: reading into daily classroom work.

Current Performance

- Our review of performance indicates that we have meet expectations in academic growth and participation rates in all testing areas of CMAS. Our academic achievement is approaching expectations.
  We also use NWEA as a benchmark assessment. The following chart shows growth percentage met by grades.
  Numbers exceeding 100% show that those classes have already over achieved in growth scores for that subject area.

NWEA
Fall 2018-Winter 2019
Percent of projected growth met as a class

Grade	Math	Reading	Language Usage
3rd	163.2%	88.7%	NA
4th	99.3%	56.2%	66.4%
5th	75%	58.2%	116%
6th	65.7%	135.3%	167.3%
7th	96.6%	52.5%	97.3%
8th	142.1%	-30.8%	128.6%

Trend Analysis

Additional Trend Information:

The number of student below expectations has decreased since 2016 in ELA for students in grades 3-7. Also since 2015, the number of students meeting or exceeding expectations has increased. For example, in 2016, 4th grade had 35% of students meet expectations. The next year, 36% of students met expectations. In 2018, 45% of students met or exceeded expectations.

The trends are not as clear to define in math across grade levels, but it is clear that we are under performing. Across all grade levels, there has only been one year we had students exceed expectations; 2018 6% of 4th grade students exceeded expectations in math.

Carbon Valley has a participation rate of 98% for CMAS ELA, math, and science. Carbon Valley Academy has a 100% participation rate for iReady and NWEA benchmark assessments.




Root Causes



Priority Performance Challenge: Informational Text

Across all grade levels students scored lowest in the area of informational text.



Root Cause: Lack of opportunity

Students do not have sufficient exposure to informational text in school or at home.



Priority Performance Challenge: Math Expression and Reasoning

Across all grade levels students scored lowest in the area of expression and reasoning.



Root Cause: Lack of opportunity

Students do not have sufficient exposure to informational text in school or at home.

Provide a rationale for why these challenges have been selected and address the magnitude of the overall performance challenges:



A performance challenge for Carbon Valley Academy is informational text because it is the area with lowest scores looking at the CMAS assessment. Math expression and reasoning is also a performance challenge for CVA because it is the area with lowest scores throughout the CMAS assessment. This information is also supported by NWEA ELA and math assessments.

Provide a rationale for how these Root Causes were selected and verified:



Teachers do not put enough focus on strategies to help students explain their thinking.
Informational text is not as readily available to students in classrooms or school library.

Action Plans

Planning Form



Increase availability of informational text in classroom and library

What would success look like: Throughout team meetings, teachers will be asked about how they plan to implement more informational text in their lesson plans. Principal will share strategies for using informational text.

Describe the research/evidence base supporting the strategy: The more students are exposed to material, the greater the opportunity for them to improve in understanding of informational text.

Associated Root Causes:



Lack of opportunity:
Students do not have sufficient exposure to informational text in school or at home.

Implementation Benchmarks Associated with MIS

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

 Spring Benchmark	NWEA spring benchmark assessment	05/01/2019 05/14/2019	Assessment coordinator	
 Fall Benchmark	NWEA fall benchmark assessment	08/19/2019 08/31/2019	Assessment coordinator	
 Winter Benchmark	NWEA winter benchmark assessment	12/01/2019 12/14/2019	Assessment Coordinator	
 Spring Benchmark	NWEA spring benchmark assessment	05/01/2020 05/14/2020	Assessment coordinator	

Action Steps Associated with MIS

Name	Description	Start/End Date	Resource	Key Personnel	Status
 Purchase informational books	Ask the librarian to submit a list of non-fiction text by grade level to purchase for next school year.	03/01/2019 05/17/2019	Library Scholastic catalog	Librarian Principal	
 Purchase informational books	Submit list of requested books to executive director for purchasing permission.	05/24/2019 07/31/2019	Scholastic catalog	Principal Executive Director	

 Increase use of informational text	Teachers will make plans to use informational text within classroom lesson plans. They will report usage in grade level meetings.	08/19/2019 10/31/2019	newly purchased informational text books teacher lesson plans	Principal Grade level teachers
 Increase use of informational text	The principal will monitor the use of informational text in classroom lesson plans.	11/01/2019 05/25/2020	Informational text books Teacher lesson plans	Principal Grade level teachers



Math expression and reasoning

What would success look like: Teachers will be provided with training and strategies for increasing student writing and explaining in math and will formulate a plan for integrating those strategies into their lesson plans.

Describe the research/evidence base supporting the strategy: Writing in mathematics is different in other content areas so students need to be taught specific skills.

Associated Root Causes:



Lack of opportunity:
Students do not have sufficient exposure to informational text in school or at home.

Implementation Benchmarks Associated with MIS

IB Name	Description	Start/End/ Repeats	Key Personnel	Status
 Spring Benchmark	NWEA spring benchmark assessment	05/01/2019 05/14/2019	Assessment coordinator	

 Fall Benchmark	NWEA fall benchmark assessment	08/19/2019 08/31/2019	Assessment coordinator
 Winter Benchmark	NWEA winter benchmark assessment	12/01/2019 12/14/2019	Assessment coordinator
 Spring benchmark	NWEA spring benchmark assessment	05/01/2020 05/14/2020	Assessment coordinator

Action Steps Associated with MIS

Name	Description	Start/End Date	Resource	Key Personnel	Status
 Math reasoning trainging	Teachers will be trained on effective strategies for implement explanation and writing in math.	03/01/2019 05/25/2019	Saxon math curriculum Teacher lesson plans Practice tests	Principal Classroom teachers	
 Math reasoning training	Teachers will make plans to use writing and explaining in math within classroom lesson plans. They will report usage in grade level meetings.	03/15/2019 05/24/2019	Saxon math curriculum Other teacher, specifically MS math teacher Online resources such as Reflex Math and IXL	Principal Classroom teachers	
	The principal will monitor the use of informational text in	03/15/2019	Grade level meetings Saxon	Principal Classroom	

Math reasoning training	classroom lesson plans.	05/24/2019	math curriculum Practice tests	teachers

School Target Setting

Priority Performance Challenge : Informational Text

PERFORMANCE INDICATOR: Academic Growth

MEASURES / METRICS:

ANNUAL PERFORMANCE TARGETS	**2018-2019:** By the end of 2018-2019, 81% of students will meet or exceed their academic growth goals in language arts. **2019-2020:** By the end of 2018-2019, 81% of students or more will meet or exceed their academic growth goals in language arts.

INTERIM MEASURES FOR 2018-2019: i-Ready and NWEA reading diagnostic, 3 times a year

Priority Performance Challenge : Math Expression and Reasoning

PERFORMANCE INDICATOR: Academic Growth

MEASURES / METRICS:

ANNUAL PERFORMANCE TARGETS	**2018-2019:** By the end of 2018-2019, 69% of students will meet or exceed their academic growth goals in math. **2019-2020:** By the end of 2018-2019, 69% of students or more will meet or exceed their academic growth goals in math.

INTERIM MEASURES FOR 2018-2019: i-Ready and NWEA math diagnostic, 3 times a year

EXHIBIT F

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 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 CMAS, COAlt (ELA, Math and Science), and PSAT.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects normative growth comparing the academic progress of the students in this school compared to that of other students statewide with a similar CMAS, PSAT, and SAT score history in that subject area.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or the workforce upon graduation. This Indicator reflects student graduation rates, dropout rates, and average Colorado SAT 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.

EXHIBIT G

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.

EXHIBIT G

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 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 HLS 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 Academy.

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 (SDAID), 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 topics and activities.

The table below will be used to help guide instructional focus for ELL students in Carbon Valley classrooms.

Stage	CELA Score	Time	Student characteristics	Teacher Strategies
1 Pre- Production	Not Proficient	0-6 months	• Minimal comprehension • Does not speak • Nods "yes or no" • May appear confused or hesitant	• Demonstrate using Total Physical Response • Use gestures and body language • Emphasize listening skills • Do not force speaking

			• Acquires passive vocabulary • Points/gestures • Draws pictures • Matches words to objects	• Use visuals and pictures • Use strategic grouping • Use physical movement, art, mime, and music
2 Early production	Not proficient Non English proficient	6 month-1 year	• Limited comprehension • 1-2 word responses • Use present tense verbs • Identify people, places, and things • Understands the main idea of a 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 a new vocabulary and continue practicing previously learned vocabulary • Use props and gestures during shared reading and build on prior knowledge • Use visuals and pictures • Provide rich contextual listening opportunities
3 Speech Emergent	Approaching Proficiency Limited English Proficient	1-3 years	• Can produce simple sentences • Good social comprehension • Make grammar and pronunciation errors • Describe events and people • Recall facts • Improve pronunciations and intonation • Expands vocabulary using words that are heard often • Shifts the emphasis from language reception to language production • Explain some academic concepts • Retells information from text • Compare and contrast	• Ask open-ended questions • Encourage any attempt to speak • Create a safe classroom that encourages attempts at language • Mode, 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 test, summarizing, retelling, roleplaying • Use visuals • Have students describe personal experiences

			• Summarize • Initiates conversations	through language arts experiences/activities • Use strategic grouping
4 Intermediate fluency	Approaching proficiency Limited English Proficient	1-3 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 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	• Provide many opportunities to practice language in comfortable situations • Engage students inactivates which focus on speech production, not grammatical form or absolute correctness • Strategic grouping • Provide more advanced literature • Ask students to create narratives • Introduce colloquialisms and idiomatic expression • Support the use of grade level content are text with pre-teaching, adapted text, native language text, summarizing, retelling, and role playing
5 Advanced fluency	Proficient Fluent English Proficient	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	• Provide demonstrations, exemplars, rubrics so students understand expectations • Guide students in producing research papers and 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 • Strategic grouping

			• Produces written and oral language comparable to a native English speaker of the same age	• Continue emphasis on vocabulary development • Use sheltered English techniques, scaffolding • Relate abstract concepts to concrete concepts, prior knowledge

Adapted from the SVVSD District ELL Manual

Continuing Student Assessment

On-going assessment is onducted to monitor language and academic growth which includes the annual Colorado English Language Proficiency (CELA Pro) assessment; NWEA, DRA, and PALS school assessments.

EXHIBIT H

PLAN FOR ENGLISH LANGUAGE LEARNERS

Some students enrolled at School will be English Language Learners (ELL).

To be submitted by charter school

Carbon Valley Academy
ELL Plan
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 instruction 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.

EXHIBIT I

DUE PROCESS GUIDELINES

1. Prepare notebook for Principal (include checklist and tabs).
2. Assistant Superintendent delivers the notebook along with "sample/guide book" to the school.
3. Schools return completed notebook along with "sample notebook" to Assistant Superintendent as soon as possible.
4. Assistant Superintendents review notebook and take notebook to legal counsel for review.
5. Legal counsel sends an email to Assistant Superintendent once notebook is reviewed and approved.
6. Notebook is picked up from legal counsel and one copy is made. (The checklist is included along with colored sheets of paper, which will replace the original tabs.)
7. The original is filed in Assistant Superintendent's office.
8. The copy is redacted. After it is redacted, another copy is made so now there are two redacted copies, both including the checklist and colored paper instead of tabs.
9. One redacted copy in a notebook stays with the Assistant Superintendent and the approval letter from legal counsel is placed in the front pocket of that notebook.
10. The police report is removed from the second redacted copy and that copy is placed in an envelope and the Principal is notified it is ready to be picked up.
11. Principal hand delivers the redacted copy (which includes the checklist and tabs but does not include the police report) to the parent/guardian. The book must be delivered to the parent at least one day prior to the expulsion hearing.
12. Assistant Superintendent brings the redacted copy of the notebook to the hearing and gives it to the Expulsion Officer who enters it into evidence. This copy includes checklist, tabs and redacted police report.
13. After the hearing, the Expulsion Officer takes the notebook with him and sends his recommendation to legal counsel to be reviewed.
14. The Expulsion Officer returns the notebook to the Assistant Superintendent with his recommendation, and the Assistant Superintendent brings that notebook to the meeting with the Superintendent.

DUE PROCESS CHECKLIST

This book has been redacted so it can be used as a "guide" when creating a dismissal/ expulsion book. Do not redact your book.

Checklist	TASK
1	**Student Demographics** Print information from Infinite Campus
2	**Timeline of events (Summary)** Provided by building administration
3	**School Work Support Plan** Copies of homework gathered from teachers that was given to the student
4	**Expulsion Data Form** Contact Expulsion Officer or Assistant Expulsion Officer and they will send you the form
5	**Expulsion Hearing Letter** Contact the Superintendent's Assistant and she will send you a copy of the letter
6	**Board Policy/State Statute violations** Copy Board Policies from the website
7	**Student discipline records** Print information from Infinite Campus
8	**IEP/504 Plan Records** Yes ____ No ____ If yes, Manifestation Determination Review Yes ___ No ___** Check Yes or No
9	**Attendance Records** Print copy of attendance record from Infinite Campus
10	**Police reports** Ask SRO/Police for a copy of the report as soon as possible
11	**Due process paperwork** Print ad hoc report from Infinite Campus
12	**Suspension letter to parent/guardian** Same information as #11
13	**Habitual Disruptor History and Plan**** Include if a school has drawn up a plan
14	**Teacher's statements**** Teacher's written description of incident with signature
15	**Witness statements**** Witnesses' written statements with signature
16	**Student statement** Student's written statement with signature
17	**Photos and/or video surveillance**** Pictures that may have been taken showing evidence
18	**Social media postings, school work containing threatening content**** Include screen shots of each media postings or copies of school work
19	**Correspondence with parent/guardian, i.e., emails, phone calls** Documented phone calls and emails between administrators and parent/guardian

**If there is no information, please include a sheet stating "There were no _____ (fill in the blank).

EXHIBIT J
Additional Services Agreement -

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2019-2020 school year. Items in this list may be subject to separate License Agreements or Service Level Agreements. Prices and availability of services and licenses are subject to revision annually, regardless of the term of this contract. Additionally, agreements between the charter school and the District for services not in this list may be entered into under separate contracts or agreements, as needed.

District Technology Services

Required Services Pursuant to Section 10.4

FY20

Infinite Campus and Alpine Achievement	Oct 1 Student Count	Cost Per Student	Total Cost
Infinite Campus License	204	$ 10.50	$ 2,142.00
IC & Alpine Enterprise Enterprise Personnel Costs		18.59	3,792.36
Alpine Achievement License		7.65	1,560.60
Server Licenses (VM & Microsoft)		0.29	59.16
Shoutpoint (E-rate discount applied)		1.14	232.56
Total			$ 7,786.68

Active Directory Authentication Services (AD)	Number of AD Accounts	Cost per Account	Total Cost
Licenses for staff requiring access to Infinite Campus		$ 50.00	$ -
Total			$ -

Optional Services

Citrix Fees	Num of Citrix Accounts	Cost Per Account	Total Cost
EMC Storage	7	$ 19.67	$ 137.69
Citrix Server		15.50	108.50
Citrix License		85.00	595.00
Microsoft License (part of Citrix image)		35.31	247.17
Total			$ 1,088.36

Destiny Media Manager (Library Curriculum)	Accounts	Cost per Account	Total Cost
Site License Fee	0	$ 550.00	$ -
Annual Maintenance Fee	0	150.00	$ -
Total			$ -

Active Directory Authentication Services (AD) (TPCA	Number of AD Accounts	Cost per Account	Total Cost
Additional Staff License (Not on Line 19)	0	$ 50.00	$ -
Total			$ -

Virtual Private Network (VPN) (TCPA Only)	Number of VPN Accounts	Cost per Account	Total Cost
License	0	$ 50.68	$ -
Total			$ -

Recurring VOIP Costs (TPCA Only)	Recurring VOIP Accounts	Cost Per Account	Total Cost
License	0	$ 52.69	$ -
Total			$ -

New VOIP Costs (TPCA Only)	New VOIP Accounts	Cost Per Account	Total Cost
License	0	$ 542.29	$ -
Total			$ -

ISP/Webfilter (TPCA Only)	Oct 1 Student Count	Cost Per Student	Total Cost
ISP/Webfilter	0	$ 8.69	$ -
Total			$ -

Wide Area Network (TPCA Only)	WAN Use (1 or 0)	Annual Cost	Total Cost
Wide Area Network (E-rate discount applied)	0	$ 5,977.24	$ -
Total			$ -

Human Resources

AESOP	AESOP Use (1 or 0)	Annual Cost	Total Cost
AESOP License (may not be available)	1	$ 1,500.00	$ 1,500.00
Total			$ 1,500.00

Warehouse

Delivery Service	Delivery Service (1 or 0)	Annual Cost	Total Cost
Delivery Service	1	$ 3,000.00	$ 3,000.00
Total			$ 3,000.00

Total Exhibit H Service/License Costs:	$ 13,375.04

Our school chooses the ELPA services below in lieu of receiving ELPA funding directly. Yes__X___ No_____

Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. Yes__X___ No_____

Other Items on Ad Hoc Basis (to be billed monthly)

Note: This is not an all-inclusive list. There may be other items that the charter school contracts with the District.

Substitute Teacher Jobs (Salary, PERA, Medicare)

Workers Compensation Insurance Surcharge per Substitute Teacher Day ($3.00 for full day sub/ $1.50 for half-day sub)

Unemployment Charges

Transportation Reimbursement (Field Trips)

Warehouse Orders

"100 Mile Club" Reimbursement

Student Services:

- Hearing and Vision Screenings for Schools under 400 Students: $300 for initial screening; $105 for rechecks
- Hearing and Vision Screenings for Schools over 400 Students: $600 for initial screening; $210 for rechecks
- Truancy Filings ($55/hour)

State Categorical Aid:

- **100% of GT money is passed through the charter schools.**
- Gifted & Talented Services (Screenings, Consultation and Trainings) Will be provided at actual District cost of $50/hour.
- **ELPA Services - These services will be provided at no charge in lieu of ELPA funding or may be purchased directly:**
  - Summer School ($450/student)
  - ACCESS Data Parent Comm/Reports/Disaggregated Data ($10/student)
  - ACCESS Training
  - Consulting on "As Needed" Basis ($50/hour)
  - Consulting Support Services ($50/hour)
  - ESL Teacher Training 4 Meetings ($350/teacher)
  - Newsletter ($2/Student)
  - Other Non-ESL Literacy Support: Seminars, READ ACT, Compliance, Testing and Literacy ($425/Teacher)
  - Parent Meetings ($10/student)

- WAPT - Screening, Input, Electronic Filing, Communication, etc. ($25/student)

Federal Categorical Aid:

- Title III, Part A - ELA Enhancement - This money will be passed through to the charter school on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.

- Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:

- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs
- MTSS/PBIS Support
- Classroom Management
- Partners in Education (PIE) Master's Program Coaching
- New Teacher Induction/What I Didn't Learn in College
- New Administrator Induction
- Teacher Mentor Training

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Flagstaff Academy Contract Renewal

RECOMMENDATION

That the Board of Education approve the 2019-2022 contract with Flagstaff Academy.

BACKGROUND

The District negotiated a standardized three-year contract document with the charter schools in 2016. This year, the charter schools negotiated together to refine and update this standardized document. The three-year term remains, but the contract now contains two optional one-year renewals.

Flagstaff Academy's contract specifies that they have a private preschool and will purchase services from the District in lieu of receiving some federal and state grant funds directly.

All charter school contracts were discussed at the June 12, 2019 Board Meeting, and are presented individually this evening for approval.

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

TABLE OF CONTENTS

Section	Caption	Page
	RECITALS	4
1.	DEFINITIONS	4
2.	ESTABLISHMENT OF SCHOOL	
2.1	Term	6
2.2	Charter school legal status	6
3.	DISTRICT-SCHOOL RELATIONSHIP	
3.1	District responsibilities and rights	7
3.2	School responsibilities and rights	8
3.3	Procedures for contract amendments	11
3.4	District-School dispute resolution procedures	12
3.5	Other remedies	13
3.6	District violations of charter school law or contract	14
4.	SCHOOL GOVERNANCE	
4.1	Governance	15
4.2	Corporate purpose	15
4.3	Transparency	15
4.4	Complaints	15
4.5	Contracting for core educational services	15
5.	OPERATION OF SCHOOL AND WAIVERS	
5.1	Operational powers	16
5.2	Transportation	16
5.3	Food services	16
5.4	Insurance	16
5.5	Waivers	17
6.	SCHOOL ENROLLMENT AND DEMOGRAPHICS	
6.1	School grade levels	19
6.2	Student demographics	19
6.3	Eligibility for enrollment	19
6.4	Enrollment preferences, selection method, timeline and procedures	19
6.5	Admission procedures	19

6.6	Participation in other District programs	21
6.7	Non-resident admissions	21
6.8	Student movement after October 1	21
6.9	Expulsion and denial of admission	21
6.10	Continuing enrollment	22
7.	EDUCATIONAL PROGRAM	
7.1	Vision and mission	23
7.2	Unified Improvement Plan	23
7.3	District Accreditation Indicators	23
7.4	Educational program characteristics	23
7.5	Online program	23
7.6	Curriculum, instructional program and pupil performance standards	23
7.7	English language learners	23
7.8	Education of students with disabilities	24
7.9	Education of students with 504 Plans	26
8.	FINANCIAL MATTERS	
8.1	Revenues	27
8.2	Disbursement of per pupil revenue	28
8.3	Adjustments to funding	29
8.4	Budget	29
8.5	Enrollment projections	29
8.6	TABOR reserve	30
8.7	Non-appropriation of funds	30
8.8	Contracting	30
8.9	Annual audit	30
8.10	Quarterly reporting	31
8.11	Non-commingling	31
8.12	Encumbrances and borrowing	31
8.13	Accounting system	31
8.14	Building corporation	31
9.	PERSONNEL	
9.1	Employee status	32
9.2	District teachers	32
10.	SERVICE CONTRACTS WITH DISTRICT	
10.1	Direct costs	33
10.2	District services	33
10.3	Special education services	33
10.4	Student information data processing system	33
10.5	Substitute Scheduling System	33
10.6	Personnel services	34
10.7	Additional services	34

11.	FACILITIES	
11.1	Location	35
11.2	Use of District facilities	35
11.3	Impracticability of use	35
11.4	Long-range facility needs	35
12.	CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE	
12.1	Renewal	36
12.2	Termination and appeal	36
12.3	School-initiated closure	36
12.4	Dissolution	37
12.5	Return of property	37
13.	GENERAL PROVISIONS	
13.1	Order of precedence	38
13.2	Amendments	38
13.3	Merger	38
13.4	Non-assignment	38
13.5	Governing law and enforceability	38
13.6	No third-party beneficiary	38
13.7	No waiver	38
13.8	Notice	38
13.9	Severability	39
SIGNATURE PAGE		40
EXHIBIT A	WAIVERS FROM STATE LAW AND/OR REGULATIONS	
EXHIBIT B	DISTRICT POLICY EXEMPTIONS/WAIVERS	
EXHIBIT C	OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION	
EXHIBIT D	ENROLLMENT PROCEDURES	
EXHIBIT E	UNIFIED IMPROVEMENT PLAN	
EXHIBIT F	DISTRICT ACCREDITATION INDICATORS	
EXHIBIT G	EDUCATIONAL PROGRAM CHARACTERISTICS	
EXHIBIT H	PLAN FOR ENGLISH LANGUAGE LEARNERS	
EXHIBIT I	DUE PROCESS GUIDELINES AND CHECKLIST	
EXHIBIT J	ADDITIONAL SERVICES AGREEMENT	

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

This Contract is made and entered on June 26, 2019 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district, hereafter referred to as the "District" and **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 a renewal charter application for School as a District charter school through June 30, 2024, 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 Charter School Name.

Charter Board shall mean the Charter School Name. Board of Directors.

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

Administrator shall mean the principal/executive director of the School.

Application shall mean the School's application for a charter school, dated February 11, 2004.

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

CDE shall mean the Colorado State Department 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 May 8, 2019.

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

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

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, 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.

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.

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.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

2. ESTABLISHMENT OF SCHOOL

2.1 Term. This Contract is effective as of July 1, 2019 for a three-year period, terminating on June 30, 2022. The District may extend the Contract for two (2) separate one (1) year terms. The District shall provide the School with written notice no less than one-hundred fifty (150) days prior to June 30, 2022 in order to exercise the first one (1) year term extension and with written notice no less than one-hundred fifty (150) days prior to June 30, 2023 in order to exercise the second one (1) year term extension. Except as herein contained or otherwise agreed pursuant to Section 13.2 (Page 38), all other terms and conditions of the Contract shall remain the same under the one (1) year extension(s).

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 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 non-profit. 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 (Page 17) 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.

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 that 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 (10) 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 3.2.5.a (Page 10)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 (Page 23).

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 (Page 33), 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. 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 (3) 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. Any time there is knowledge of an incident involving an employee or student that may generate significant negative press or public notoriety to the school or school district.
7. A change in the administrative leader of the School.

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 or indictment 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 (60) 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 CDE as set forth in 1 CCR 301-37, §15.00.
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 Safety. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August to the District

Security Manager, who will be responsible for communicating the information to local responders.

3.2.4 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 (Page 17). 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.

3.2.5 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 (10) Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 (Page 12) 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 (10) business days or such other time as the parties may agree to cure such breach.

b. Required financial reports (in Excel format, unless otherwise noted)

    1. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    2. Annually, as specified:
        i. Calendar year-end trial balance – February 1
        ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        iii. Projected enrollment – Preliminary by Feb 1, adjusted by March 15
        iv. Proposed Budget – April 15
        v. Charter Board adopted budget – June 30
        vi. Draft of annual audit with Trial Balance – September 1 or as reasonably scheduled by District auditors
        vii. Verification of prior year charter approved special education expenditures – September 15

viii. Final annual audit with Trial Balance – October 1 or as scheduled by District auditors

ix. 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.

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 and January 31.

i. The District HR department will retain information on School personnel provided on the completed CDE Employee Data Collection Form.

ii. 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 CDE or other Federal or State governmental authorities.

iii. The School will communicate with the District regarding employees requiring SVVSD accounts (to include Active Directory and Infinite Campus; does *not* include email except where noted in Exhibit J), and within 48 hours of employee termination in order to ensure those accounts are disabled in a timely manner.

3.2.6 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 (60) 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.

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 (3) 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 ten (10) calendar days after the close of the hearing. Such report will contain findings provided that the arbitrator is not authorized to modify, add to or subtract from this agreement. The arbitrator will issue a brief, confidential statement of findings and a recommendation to the parties. The Board of Education may act to accept or reject such recommendation at the next regularly scheduled meeting occurring at least two weeks after receipt of the arbitrator's recommendation and, at that time, will release the arbitrator's findings within the meaning of C.R.S. 22-30.5-107.5(3)(b).

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 (Page 36). 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 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.

a. 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 3.2.5 (Page 10) by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4 (Page 29).

b. 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, C.R.S. 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.

c. 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 3.4.b (Page 12). 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.

d. 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.

e. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in Section 8 (Pages 27-31) or deficiencies related to financial reporting requirements outlined in section 3.2.5.b (Page 10) occurs, the District may, upon Board action, require the school to:
   1. 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
   2. 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 (Page 12).

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 (Page 6) 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, 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.

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 which will not be unreasonably delayed or denied); 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 insurance (including owned, hired and non-owned vehicles). The School will also purchase a bond or crime insurance and property insurance that covers 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

(10) Days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.
In consideration of the possibility of a data breach of protected information and/or the introduction of malicious code, and due to the Charter contracting with the District to use certain shared platforms that contain protected information, responsibility for the breach of information shall be governed as follows. For a covered cause of loss, District liability coverage may extend if the Charter is affected by a claim or loss resulting from the District's failure to properly handle, manage, store, destroy, or otherwise control Personally Identifiable Information, educational information, financial information, or other forms of protected information, subject to policy terms, conditions, and exclusions. if the breach is caused by a system the District contracts for that the charters use, the District insurance is primary.

If the cause of loss is determined to result from a third party vendor or contractor contracted by the Charter, or a breach stemming from the Charter, or Charter users of the platform, coverage would be the responsibility of the Charter's liability carrier. The charter agrees to indemnify the District against any claims or causes of loss that arise from any successful or attempted breach of data at the level of the Charter or the Charter's users.

5.5 Waivers.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

   Waivers are not required, but may be granted or requested for purposes of clarity, when a statute or policy by its express terms does not apply to charter schools. The District will reasonably cooperate with the School in granting waivers of policy or applying for waivers of statute when such waivers are necessary or appropriate to enable the School to serve the best interests of students and fulfill its mission.

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

b. 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.

c. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty

(30) 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 (30) 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.

d. 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.

e. A list of all state waivers is included as **EXHIBIT A**. A list of all District policy waivers is included as **EXHIBIT B.**

6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through grade eight, including other ancillary activities, including a private preschool that is not subject to District oversight.

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 C**, 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 D**.

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

a. Following the application deadline and upon completing the lottery, if appropriate, the School shall request that the student/District provide the most recent Individualized Education Program ("IEP") IEP or Section 504 Plan, if any.

b. When an applicant has an existing IEP Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District Special Education representative shall review the IEP Plan, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the services 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 Special Education representative will convene a complete IEP Plan team to make the final determination. If the determination by the full team is that the IEP Plan cannot be fully implemented at the School and

therefore a Free Appropriate Public Education (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 Plan Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Special Education, along with parents, will participate in the IEP Plan Team meeting at the School.

c. Admission of applicants with an IEP Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the IEP Plan , unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP Plan team review meeting is held and the Plan 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 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

d. When an applicant has an existing Section 504 Plan, prior to the decision to deny admission, a Review Team consisting of the School Principal or designee, the School 504 Coordinator, and the executive director of Student Services shall review the Section 504 Plan. If deemed appropriate, the Review Team will confer with staff at the student's previous school to determine whether the services 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 executive director of Student Services will convene a Section 504 Plan team to make the final determination. The 504 Plan Team shall consist of the principal or designee of the charter school, parents of the student, the area assistant superintendent(s) of schools, the executive director of Student Services and any other participants as required by federal law. If the determination by the 504 team is that the Section 504 Plan cannot be fully implemented at the School, the student's application for admission will be denied and the student's current placement will be determined by the 504 Plan Team. If the 504 Plan Team cannot reach consensus, then the student's placement will be determined by the area assistant superintendent(s) of the sending and receiving schools.

e. Admission of applicants with a Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with a Section 504 Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review

staffing by the full Section 504 Plan team review meeting is held and the Plan 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 Section 504 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

f. 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.

6.6 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.

6.7 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 reside outside the District. Once accepted for enrollment, a non-District resident student may re-enroll 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. The Charter Board, however, 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, in conformance with state statutes and the District's policies 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., to conduct a due process hearing. To ensure a fair process, the Charter Board must provide notice of the contemplated action to the student and parents/guardians. The Board must also prepare an evidence notebook regarding the grounds for expulsion including, without limitation, student data, witness statements, photographs, copies of school rules/regulations, and other evidence. The evidence must

be presented to a designated hearing officer at the hearing to render findings of fact and recommendations in accordance with relevant state and federal laws and the District's policies regarding expulsion and denial of admission. Following a hearing, the Charter Board's designated hearing officer shall issue its confidential written recommendation and convey the same, together with the evidence notebook described above and a copy of the taped proceedings, to the District no later than two (2) school days after the hearing. The District's Superintendent or designee shall review the hearing officer's recommendation and the file and determine whether the School's removal was warranted and in compliance with federal and state laws and the School's policies. The Superintendent or designee will issue a written decision, which shall be final as to the removal of the student from enrollment in the School. The approval to remove a student from the school shall not be unreasonably withheld.

The District's Superintendent or designee shall additionally determine whether the grounds for removal from the School also constitutes grounds for possible expulsion from all schools within the District, and the District may proceed with an expulsion hearing pursuant to the District's policies and regulations.

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.

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 E**.

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 F**. 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 G**, subject to modification with the District's written approval.

7.5 Online 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 CMAS tests as required by the State, subject to the statutory right of parents to opt out of the test. The School will not impose consequences on students or parents that have the effect of encouraging or discouraging students or parents from opting out. The School may recommend or reasonably advocate that parents not opt out. 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 H**. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.

7.8 Education of students with disabilities.

a. 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.

b. The District will provide all special education support services to students at the School, except that the School will hire its own special education teacher(s) and paraprofessionals subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education. 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. The school may hire itinerant staff with District approval, subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education.

c. The cost for special education services is described in Section 10.3 (Page 33). 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), CDE's Federal Complaints Officer, or Individuals with Disabilities Education Act (IDEA) due process proceedings. In the case that findings from the complaint indicate gross negligence of school staff, the School shall have the responsibility for paying for all fees and expenses, including attorneys' fees, expert costs, settlements and judgments, incurred and related to the School's special education students. 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 Review Team, it will be the responsibility of the District.

d. 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. In the case where The School Administrator and

the Director of Special Education disagree about interpretation or application of statute or regulation with regard to a matter at The School, The School may express any legal concerns to counsel for the District prior to a final decision being communicated by the Executive Director of Special Education with regard to said matter.

e. 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 Special Education, 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.

f. 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 during the school year, following their employment, and be supported by a mentor selected by the Special Education Department throughout the first year of employment.

g. 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.

h. 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.

i. If a student needs support outside of the school day to participate in a school-related activity, the support must be pre-approved by the Special Education Executive Director. If the need is determined and approved by the Special Education Executive Director, the school shall have responsibility for hiring and paying for the support and the cost shall be included in the cost model outlined in Section 10.3 (Page 33).

a. 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.

b. 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.

c. Gifted and Talented services will follow state approved pathways for identification and the provision of services.

7.9 Education of students with 504 Plans. 504 Plans are developed by the School. The School must have a designated 504 Plan coordinator. The District will provide training and consultation to the School 504 Plan coordinator.

8. FINANCIAL MATTERS

8.1 Revenues

1. District Per Pupil Revenue (PPR) 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 PPR 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 funds) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds by the District. 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. In lieu of funds, the School may receive federally funded goods or services from the District. Specific goods and services would be negotiated and documented in **EXHIBIT J**.

3. State categorical aid. On or before January 25 of each year, the District will provide to the School the School's proportionate share of applicable state categorical aid received by the District for which the School is eligible (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 and capital construction funds). Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required. In lieu of funds, the School may receive categorically funded goods or services from the District. Specific goods and services would be negotiated and documented in Exhibit J. Special Education costs and reimbursements will be addressed as stated in Section 10.3 (Page 33).

4. Mill Levy Override Funds. The Parties acknowledge that the General Assembly adopted HB 17-1375, effective June 2, 2017, codified in Section 22-32-108.5,

C.R.S. (2017), concerning the distribution of Additional Mill Levy Revenue to charter schools. The District has adopted a plan under the Revenue Sharing Bill ("HB 17-1375 Plan"). Subject to the paragraph below, the St. Vrain Valley School District HB 17-1375 Plan will provide that, for the current fiscal year, the District will allocate ninety-five percent (95%) of the total 2008 and 2012 Mill Levy Override revenue to the School, divided by the certified District-wide Funded Pupil Count, multiplied by the School's certified Funded Pupil Count for the current fiscal year. The amount allocated may be prorated in the event that the charter school ceases operation part-way through the year. This plan will commence in FY 2019-20 and continue thereafter unless amended by the District's Board following any periodic review of the plan.

Notwithstanding anything to the contrary contained above, in the event any portion of HB-1375 is found to be illegal, invalid, or unenforceable for any reason, the Parties agree that the H.B. 17-1375 Plan and the allocations above may be rescinded or revised by the District Board and that the Parties will reopen negotiations concerning amending this Contract for the remainder of the term. The District's Board of Education reserves the right to contract with or financially support any charter school on an ad-hoc, individual, and discretionary basis in order to benefit St. Vrain students and further the mission and vision of the District. Any such contracts or support shall not be deemed to modify the established HB 17-1375 Plan.

5. Bond Issues. The District will allow for representation by the charter schools on any committee established by the District to assess and prioritize the District's capital construction needs. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time, but no later than June 1 of the applicable election year.

6. Annual accounting. As required by state statute, the District shall provide a final accounting of costs to the School by September 30 of each year. Any imbalance of funds shall be corrected by October 31. The District will use the School's year-end financial information to establish the special education (or other agreed to categorical) expenditures to be included in the annual accounting reconciliation. The School must verify its special education (or other agreed to categorical) expenditures prior to September 15 of each year in order for the District to meet the State Statute deadlines.

8.2 Disbursement of Per Pupil Revenue (PPR). Commencing on or around July 25th, but not to exceed the last business day of the month of the contract term, District PPR funding, as described in Section 8.1 (Page 27) 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 (Page 29). 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 (Page 29).

8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: On or around December 26, but not to exceed the last business day of the month, 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 or around December 25 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 payment, so that funding is equal to the PPR provided for in this Contract, will be made no later than the on or around June 25 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 of each year, 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 of each year, 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 (Page 13).

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 having a per event or annual value greater than $5,000.00 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 generally accepted accounting standards and governmental accounting pronouncements performed by a certified public accountant each fiscal year. The audit shall comply with the CDE's Financial Policies and Procedures Handbook, Data Pipeline requirements, etc. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in Section 3.2.5.c (Page 11) of this contract. A failure by the District to provide required information to the School by its deadline shall reopen negotiations on the School's audit deadlines, provided that no delay in the timeline shall exceed the number of days that the District was late. 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.e (Page 14).

8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(1)(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 each month. The format of the reports must be 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 CDE. 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 must use the financial reporting method for the building corporation required by the District.

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.

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 nursing services, and 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 signed by 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 Special Education. 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 security and 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 J**).

10.5 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's Substitute Scheduling System. The School 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 J**). The School will agree to pay the substitute rates as set annually in **EXHIBIT J**. Such rates will include a flat rate to cover worker's compensation costs.

10.6 Personnel services. 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.

10.7 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 J**. 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 J** must be negotiated under a separate services agreement.

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 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 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.

12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. Timeline and process. The School will submit its renewal application by 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 school year before the School's Charter expires. If the Board of Education decides not to renew the Charter, it will detail the reasons in its resolution.

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 District Charter Schools (Procedures for Establishment, Review, Renewal, Revocation and Closure).

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, Page 12) 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 PPR funding as described in Section 8.1 (Page 27) will be reduced by adjusting from the date of conclusion of services to the end of the school year.

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.

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.

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 (Page 12) 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 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 (3) 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.

IN WITNESS WHEREOF, the parties have executed this Contract by June 26, 2019.

FLAGSTAFF ACADEMY, INC.
2040 MILLER DRIVE
LONGMONT, CO 80501

By _____
Paul Shoning, President
Board of Directors

ATTEST:

_____
Cary Lynch, Secretary

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

By _____
Joie Siegrist, President
Board of Education

ATTEST:

_____
John Ahrens, Secretary
Board of Education

EXHIBIT A

WAIVERS

Waivers from Colorado Revised Statues and/or Rules/Regulations

Automatic Waiver List as of 6/2/2017

State Statute Citation	Description
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4), C.R.S.	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S	School Year-National Holidays

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, 2019 through June 30, 2022.

AUTOMATIC WAIVERS-

NON-AUTOMATIC WAIVERS- See Addendum- Rationale and Replacement Plan

C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar

C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar

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

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

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act

C.R.S. § 22-32-109 (I)(b) Boards of Education . Specific Duties

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System

C.R.S. §22-1-110 Effect of use of alcohol and controlled substances to be taught.

C.R.S. §22-32-109(1)(aa)Requires Districts to adopt content standards and a plan for implementation of such standards.

C.R.S. §22-32-109(1)(n)(II)(A) Board of Education- Specific Duties Teacher Pupil Contact Hours

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 and Replacement Plan for Waivers from State Statute and Rule

Basic Information
School Name: Flagstaff Academy
School Address: 2040 Miller Dr., Longmont, CO 80501

Prepared by: Wayne Granger
Preparer's Phone Number 303-651-7900
Preparer's Email Address wgranger@flagstaffacademy.org

Charter School Contact: Wayne Granger
Charter School Contact Email Address wgranger@flagstaffacademy.org

District Contact Name: Terry Schueler
District Contact Email Address: schueler_terry@svvsd.org

STATUTE DESCRIPTION AND RATIONALE

C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar
C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar

Rationale: The school year at Flagstaff Academy will total approximately 175 days per year which exceeds the current requirement in state statute. Flagstaff Academy will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and Flagstaff Academy will not adopt the District Calendar and will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and the school's daily schedule will be designed by Flagstaff
Academy and will meet or exceed the expectations in state statute.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract
with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the
St. Vrain Valley School District or Flagstaff Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the
performance appraisal criteria and assessments that apply to the school, as per this Charter School
Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary
policies to increase student achievement.

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

Rationale: Flagstaff Academy should be granted the authority to hire teachers and principals that will
support the schools goals and objectives. The Executive Director will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer. The school will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed
Colorado certificate, persons with several years of successful teaching experience in a setting not
requiring a license, as well as persons with business or professional experience. All employees of Flagstaff Academy will be employed on an at-will basis. All employees of Flagstaff Academy will meet Federal Highly Qualified Requirements (ie: hold a degree and demonstrated subject-matter competency).

Replacement Plan: The school will, as appropriate, hire certified teachers and principals. However, in
some instances it may be advantageous for the school to be able to hire Highly Qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Flagstaff Academy.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract
with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the
St. Vrain Valley School District or Flagstaff Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the
performance appraisal criteria and assessments that apply to the school, as per this Charter School
Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff
possessing unique skills and/or background filling all staff needs.

C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract
Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

Rationale: Flagstaff Academy should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every
teacher who is successful in the regular public school will be successful at Flagstaff Academy. All
employees of Flagstaff Academy will be employed on an at-will basis.

Replacement Plan: Flagstaff Academy has teacher agreement with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract
with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the
St. Vrain Valley School District or Flagstaff Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the
performance appraisal criteria and assessments that apply to the school, as per this Charter School
Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff
possessing unique skills and/or background, filling all staff needs.

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act
Permits transfer of teachers between schools upon recommendation of district's chief administrative
officer.

Rationale: Flagstaff Academy is granted the authority under the Charter School Agreement to select its
own teachers. No other school or the St. Vrain Valley School District should not have the authority to transfer its teachers into Flagstaff Academy or transfer teachers from Flagstaff Academy to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: The school will hire teachers on a best qualified basis. There is no provision for
transfers.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract
with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the
St. Vrain Valley School District or the school.

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 Flagstaff Academy, as set forth in this Charter School
Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own
personnel affairs. There is no provision for transfers.

C.R.S. § 22-32-109 (l)(b) Boards of Education . Specific Duties
Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

Rationale: Flagstaff Academy will be operating independently from other schools in the St. Vrain Valley School 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 Agreement.

Replacement Plan: The Board of Directors of Flagstaff Academy will adopt policies and the Executive Director or designated head of school of Flagstaff Academy will prescribe rules and regulations.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract
with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on
St. Vrain Valley School District. Flagstaff Academy will be able to adopt policies and prescribe rules and
regulations consistent with its budget.

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 Flagstaff Academy, as set forth in this Charter School
Agreement.

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

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System

This section requires that employee performance evaluations be performed by a person holding an
administrative certificate (Type D).

Rationale: The Flagstaff Academy Executive Director, or designated head of school, must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the Executive Director. The Flagstaff Academy Board of Directors must also have the ability to perform the evaluation for the Executive Director or designated head of school.

Plan: Flagstaff Academy uses its own evaluation system as agreed to in the Charter School Agreement with St. Vrain Valley School District. Flagstaff Academy's evaluation system will continue to meet the intent of the law as outlined in statute. Staff has been trained in this evaluation system and the methods used for Flagstaff Academy's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. Flagstaff Academy will not be required to report their teacher evaluation data through the TSDL collection; however teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported PURSUANT TO 22-11-503.5 as this is a non-waivable statute.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract
with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waiver will have no financial impact
upon the St. Vrain Valley School District or the Flagstaff Academy budget.

How the Impact of the Waivers will be Evaluated: Since teacher performance has a critical impact on
the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

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

C.R.S. §22-1-110 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: Flagstaff Academy 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 Flagstaff Academy Executive Director and Principals.

Replacement Plan: Flagstaff Academy will identify instructional materials and strategies to integrate these topics into the curriculum as necessary to meet all Physical Education and Health standards.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract
with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy 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: Flagstaff Academy 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.

Replacement Plan: Flagstaff Academy 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: Flagstaff Academy requests that the waiver be for the duration of its contract
with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy 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)(A) Board of Education- Specific Duties Teacher Pupil Contact Hours

Rationale: Flagstaff Academy will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The local board will not set these policies.

Replacement Plan: Flagstaff Academy will prescribe the actual details of teacher-pupil contact hours
instead of the St. Vrain Valley School District Board, and hours will meet or exceed the current requirements in statute.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract
with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the
St. Vrain Valley School District or Flagstaff Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the
performance appraisal criteria and assessments that apply to the school, as per this Charter School
Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary
policies to increase student achievement.

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: Flagstaff Academy 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.

Replacement Plan: Flagstaff Academy 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: Flagstaff Academy requests that the waiver be for the duration of its contract
with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

EXHIBIT B

DISTRICT POLICY EXEMPTIONS/WAIVERS

Exemptions Requested from SVVSD Policies
The following automatic exemptions are granted for the duration of this Contract beginning July 1, 2019 and through June 30, 2022.

EBCE	School Closings and Cancellations
EEA	Student Transportation
EEAA	Walkers and Riders
EEAC	Bus Scheduling and Routing
EEAE	Bus Safety Program
EEAEA	School Transportation Vehicle Operator Requirements and Training
EEAEAA*	Drug and Alcohol Testing for CDL Drivers
EEAEAA*-R	Drug and Alcohol Testing for CDL Drivers – Regulation
EEAEF*	Video Cameras on Transportation Vehicles
EEAEG*	Use of Wireless Communication Devices by School Transportation Vehicle Operators
EF	School Nutrition Program
FA	Facilities Development Goals/Priority Objectives
FA-R	Facilities Development Goals/Priority Objectives – Regulation
FB	Facilities Planning
FB-R	Long-Range Facilities Planning Committee – Regulation
FBC*	Prioritization of Facility Improvements
FC	School Capacity Mitigation
FD	Facilities Funding
FDA	Bond Campaigns
FDB	Voluntary Capital Mitigation
FDB-R	Voluntary Capital Mitigation – Regulation
FEA	Educational Specifications for Construction
FEB	Architect/Engineer/Project Manager/Construction Manager
FEB-R	Architect/Engineer/Project Manager/Construction Manager – Regulation
FEE	Site Acquisition
FEE-R	Site Acquisition – Regulation
FF	Naming of Facilities
FFA	Dedications, Memorials and Recognitions
GBEBA	Staff Dress Code
GBEBC	Staff Gifts to and Solicitations by Staff
GBGAB	First Aid Training
GBGB	Staff Personal Security and Safety

GBGC	Staff Benefits
GBGD	Workers' Compensation
GBGF	Federally-Mandated Family and Medical Leave
GBGF-R	Federally-Mandated Family and Medical Leave – Regulation
GBGI	Staff Military Leave
GBGK	Staff Legal/Civic Duty Leave
GBJ	Personnel Records and Files
GBK	Staff Concerns/Complaints/Grievances
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules
GCE/GCF	Professional Staff Recruiting/Hiring
GCE/GCF-R	Professional Staff Recruiting/Hiring – Regulation
GCFA*	Hiring of Instructional Staff/Portability of Non-Probationary Staff
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff
GCI	Professional Staff Development
GCKAA*	Teacher Displacement
GCO	Evaluation of Licensed Personnel
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff
GCQE*	Evaluation of Evaluators
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal)
GCS	Professional Research and Publishing
GDA	Support Staff Positions
GDBA	Support Staff Compensation
GDE/GDF	Support Staff Recruiting/Hiring
GDE/GDF-R	Support Staff Recruiting/Hiring – Regulation
GDG	Part-Time and Substitute Support Staff Employment
GDO	Evaluation of Support Staff
GDQB	Resignation of Support Staff
GDQD	Discipline, Suspension and Dismissal of Support Staff
HA	Negotiations Goals/Priority Objectives
HH	Negotiating Organization (Instructional Staff)
IC/ICA	School Year/School Calendar/Instruction Time
IFC	Multiculturalism
IG	Curriculum Development
IHAI	Career and Technical Education
IHAM	Health and Family Life/Sex Education
IHAM-R	Health Education – Regulation
IHAMA	Teaching about Drugs, Alcohol and Tobacco
IHBA	Special Education Programs for Students with Disabilities
IHBB	Gifted Education
IHBD	Equivalence of Services (Title I)
IHBEA	English Language Learners
IHBF	Homebound Instruction
IHBG	Home Schooling

IHBIB	Primary/Preprimary Education
IHBK	Preparation for Postsecondary and Workforce Success
IHBK-R	Preparation for Postsecondary and Workforce Success (Implementation Plan for Student Individual Career and Academic Plans regulation
IHCDA	Concurrent Enrollment
IJ	Instructional Resources and Materials
IJK	Supplementary Materials Selection and Adoption
IJNDAB*	Instruction through Online Programs
IJOA	Field Trips
IJOA-R	Field Trips – Regulation
IJOA-E	Field Trip/Activity Permission Form – Exhibit
IJOC	School Volunteers
IJOC-E	School Volunteer Application – Exhibit
IK	Academic Achievement
IKA	Grading/Assessment Systems
IKA-R	Grading/Assessment Systems (Exemption Procedure and Information to Parents/Guardians) – Regulation
IKE	Ensuring All Students Meet Standards
IKF-R	Graduation Requirements-Physical Education Waiver – Regulation
IKFA	Early Graduation
IKFB	Graduation Exercises
IMB	Teaching about Controversial Issues and Use of Controversial Materials
IMDB	Flag Displays
JC	School Attendance Areas
JC-R	Determination of a Student's School Attendance Area – Regulation
JCAA	School Districting/Redistricting
JCAA-R	School Districting/Redistricting (School Boundary Change Guidelines) – Regulation
JGA	Assignment of New Students to Classes and Grade Levels
JGA-R	Assignment of New Students to Classes and Grade Levels (Students from Home Instruction or Non-accredited Private Schools) – Regulation
JH	Student Absences and Excuses
JH-R	Student Absences and Excuses – Regulation
JHD	Exclusions and Exemptions from School Attendance
JIC	Student Conduct
JICA	Student Dress Code
JICC	Student Conduct in School Vehicles
JICC-R	Student Conduct in School Vehicles – Regulation
JICDA	Code of Conduct
JICDE*	Bullying Prevention and Education
JICEA	School-Related Student Publications (School Publications Code)
JICEA-R	School-Related Student Publications (School Publications Code) – Regulation
JICEC*	Student Petitions and Distribution of Non-Curricular Materials
JICEC*-R	Student Petitions and Distribution of Non-Curricular Materials – Regulation
JICF	Secret Societies/Gang Activity

JICG	Use of Tobacco by Students
JICH	Drug and Alcohol Involvement by Students
JICH-R	Drug and Alcohol Abuse by Students – Regulation
JICI	Weapons in School
JIH	Student Interviews, Interrogations, Searches and Arrests
JIH-R	Student Interviews, Interrogations, Searches and Arrests – Regulation
JIHB	Parking Lot Searches
JII	Student Concerns, Complaints and Grievances
JII-E	Grievance Form – Exhibit
JJA-1	Curriculum Related Student Organizations
JJA-2	Student Organizations – Open Forum
JJA-2-R	Non-Curricular Student Organizations (Secondary Schools) – Regulation
JJA-2-E	Request for Building Use by Non-Curricular Student Groups – Exhibit
JJF	Student Activities Funds
JJH	Student Travel
JJIB	Interscholastic Sports
JJJ	Extracurricular Activity Eligibility
JJJ-R	Extracurricular, Co-Curricular and Intramural Activity Eligibility – Regulation
JK	Student Discipline
JKBA*	Disciplinary Removal from Classroom
JKBA*-R	Disciplinary Removal from Classroom – Regulation
JLCF	District School Nurses
JLCF-R	District School Nurses – Regulation
JLD	School Counseling Programs
JLIF	Use of Safety and Security Technologies
JLIF-R	Use of Safety and Security Technologies – Regulation
JLJ*	Physical Activity
JM	Student Awards, Honors and Scholarships
JM-R	Student Awards, Honors and Scholarships – Regulation
JQ	Student Fees, Fines and Charges
JQ-R	Student Fees, Fines and Charges – Regulation
JQ-E	Schedule of Student Fees – Exhibit
KE	Public Concerns and Complaints
KEC	Public Concerns/Complaints about Instructional Resources
KEF*	Public Concerns/Complaints about Teaching Methods, Activities or Presentations
KF	Community Use of School Facilities
KHB	Advertising and Sponsorships
KHB-R	Advertising and Sponsorships – Regulation
KHC	Distribution/Posting of Non-curricular Materials
KHC-R	Distribution/Posting of Non-curricular Materials – Regulation
KI	Visitors to Schools

EXHIBIT C

OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION

Flagstaff Academy is committed to serving all public school students encompassing diverse backgrounds. 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.

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 has and will continue to 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 through our Dragon Flight program. Dragon Flight advertises in numerous community publications reaching a broad audience.

EXHIBIT D

ENROLLMENT PROCEDURES

Kindergarten – 8th Grade

1. Each parent desiring to enroll his or her child in Flagstaff must sign an "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 15th: 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.

EXHIBIT E

UNIFIED IMPROVEMENT PLAN

COLORADO
Department of Education

Mandatory
FORM # SPS-135
EDAC APPROVED
Approved 6/11/2018 for 2018-2019

Colorado's Unified Improvement Plan for Schools

FLAGSTAFF CHARTER ACADEMY UIP 2017-18 | **School:** FLAGSTAFF CHARTER ACADEMY | **District:** ST VRAIN VALLEY RE 1J | **Org ID:** 0470 | **School ID:** 2964 | **Framework:** Performance Plan: Low Participation |

Table of Contents

Executive Summary

Improvement Plan Information

Narrative on Data Analysis and Root Cause Identification

Action and Progress Monitoring Plans

Addenda

Executive Summary

If We...

MATH ALIGNMENT

Description:

Mathematics - The school will adopt a standards-aligned mathematics curriculum and provide ample time for professional development and planning. This will include monthly and consistent professional development that will develop a crosswalk to advanced thinking required in the standards. Teachers will take the practice tests and outline trends of thinking required by students and embed higher level questioning and teaching strategies for these into instruction.



MATH COMMON ASSESSMENTS

Description:

Mathematics - On a monthly basis, teachers will meet in PLC groups and Late-Start Articulations to view new Common Assessments and Benchmarking formative data and set goals to adjust instructional decisions.



MONITORING OF INSTRUCTION

Description:

Mathematics - Walk-thrus each grading period observing specific math practices will occur and group data will be provided for teachers. Math lessons will be observed by Administration with feedback aligned to the Standards.



DIFFERENTIATION FOR MATHEMATICS

Description:

Mathematics - Professional Development will be provided addressing differentiation in math. The school will develop parameters for a schoolwide system to address all students who are not meeting standards.



LANGUAGE ARTS ALIGNMENT

Description:

Language Arts - Monthly and consistent professional development will take place that will develop a crosswalk between the current CKLA curriculum, Core Knowledge Sequence expectations, and Standards. Reading workshop will be utilized as an engaged delivery model for Language Arts through the Cafe and Daily 5 Models; Kinder through 6th Grade. This will be inclusive of Writing and Conventions. Teachers will take the CMAS practice tests and outline trends of thinking required by students and embed higher level questioning and teaching strategies for these into instruction.



LANGUAGE ARTS REVIEW COMMITTEE

Description:

A representative group of teachers and administration will meet to review and make recommendations to the current Language Arts Program. The ELA Committee will determine common assessments aligned to standards, check and approve standards-aligned curriculum maps, and determine needs in our current 6 Traits and CKLA Writing and Phonics Program. The committee will review and recommend supplemental resources to bridge current curriculum to the standards.



LANGUAGE ARTS COMMON ASSESSMENTS

Description:

On a monthly basis teachers will meet in PLC and Late-Start Articulation groups to view and analyze data from new Common Assessments and Benchmarking formative data and set goals to adjust instructional decisions.



COACHING AND MONITORING OF INSTRUCTION

Description:

The Literacy Coach will work with teachers by modeling, observing, and providing feedback for the Reading Workshop Model and literacy best practices. Language Arts Lessons will be observed by Administration with feedback aligned to the standards.



DIFFERENTIATION FOR LANGUAGE ARTS

Description:

Professional Development will be provided addressing differentiation in Language Arts. The school will develop parameters for a schoolwide system to address all students who are not meeting standards.



Then we will address...

USING DATA TO ADJUST INSTRUCTIONAL PLANNING

Description:

Lack of intentional and consistent professional development monthly aligning curriculum to the standards and designed to build teacher capacity to use student data for instructional planning.



LACK OF ALIGNMENT FOR CURRICULUM, INSTRUCTION, AND ASSESSMENT

Description:

Lack of alignment between current standards and curriculum (including lessons and materials) and well as assessments. There is a need to have common assessments aligned to the standards.



CONSISTENCY AND FIDELITY OF IMPLEMENTATION



Description:

Lack of consistency in implementation of curriculum with frequent monitoring and feedback aligned to the standards.

LACK OF DIFFERENTIATION FOR STUDENT GROUPS



Description:

Differentiation for student groups in not happening. There is no system in place to address all students who are not meeting standards schoolwide.

Then we will change current trends for students

READING/ELA AND MATH

Description:

For Grades 1-8, 40% of Students in Reading/ELA are "Not Meeting Expectations" and 60% of students in Math are "Not Meeting" expectations. Free and reduced students are not meeting expectations in both Reading/ELA and Math. Students with Disabilities in Math are not meeting expectations in Reading and ELA in Elementary School. There are achievement gaps in Reading and Math for specific grade levels and cohorts.



TRENDS SHOW A DECREASE IN READING/ELA AND MATH FOR MOST GRADES 2016-2017

Description:

Analyzing our students' achievement data shows a decrease for Reading/ELA and Math from 2016 to 2017 in CMAS for nearly every grade level. Exceptions include a few percentage points of increase for 7th and 8th Grade ELA and 3rd and 5th Grade Math. Areas of concern throughout grade levels in ELA are Writing, Conventions, Literature, Informational Text, and Vocabulary in order of need. Areas of concern throughout grade levels in Math are Major Content, Supplemental Content, Modeling/Application, and Math Reasoning in order of need.



Access the School Performance Framework here:http://www.cde.state.co.us/schoolview/performance

Improvement Plan Information

Additional Information about the school

Flagstaff Academy is a K-8 Core Knowledge-based public charter school within the St. Vrain Valley School District. Flagstaff Academy offers an academic program with electives that have an increased focus on Science and Technology. The student population consists of 910 students. 11.11% of students are low socio-economic status based on free and reduced lunch. Ethnic demographics indicate that 11% of students are Hispanic/Latino, 8% are Asian, 1% represent two or more races, 1% are Black/African American, 1% are American Indian/Alaskan Native, and 1% are Hawaiian/Pacific Islander. 76% of students are white. Data analysis is done by teams within the school and includes the following data: PARCC/CMAS, iReady, and PALs. Flagstaff scores are high within the District and State. We had the top performance in Grades 5, 7, and 8 in Mathematics and Grades 3 and 5 in ELA on CMAS within St. Vrain School District. Science Scores are some of the highest in the District, State, and Nation. In Science, students on CMAS score at approximately 88% in Elementary School and 92% at Middle School. The majority of students in Science score at Meet or Exceed. There are no gaps for ethnic demographic, low socio-economic, or disabled students, or for grade level cohorts.

Elementary School Data - An analysis of current CMAS/PARCC data shows a gap in Language Arts for our students on free and reduced lunch and a significant gap with our students with disabilities. In Mathematics there is a gap between "All Students", our students on free and reduced lunch, and our students with disabilities. In Language Arts our scores show that approximately 60% of students at Meet or Exceed. Skills in writing, conventions, phonemic awareness, and phonics are areas for improvement. Comprehension for Literature and Informational Text and Vocabulary is higher but still needs improvement. In Mathematics, approximately 40% of students are at Meet or Exceed. All of the sub-skill areas need some improvement: Major Content (basic math), Additional and Supplemental Content (problem solving and geometry, Expressing Math Reasoning, and Modeling and Application (solving advanced real-world problems) in order of need.

Middle School Data - An analysis of current data shows gaps in Language Arts with our students on free and reduced lunch and those students with disabilities. As a whole, students in Grades 6, 7, and 8 score at 60% of our students at Meet or Exceed in Language Arts and all the sub-skill areas score somewhat comparably. Writing, Informational Text, and Literature need the most work. In Mathematics, there are gaps with our students on free and reduced lunch and those students with disabilities, as well as between Grade level cohorts. Students in Mathematics score at 50% Meet and Exceed, with 6th Grade scoring at 40%, and 7th Grade at 70% for Meet and Exceed. Again, the sub-skill areas score comparably with Major and Supplemental Content followed by Math Reasoning being the areas that most need work.

Challenges - Approximately 40-50% of students are not at Meet and Exceeds in Reading/Language Arts on iReady and CMAS for grades 3-8. Approximately 60% of students are not at Meets and Exceeds in Math on iReady and CMAS ELA for grades 3-8. Sub-skills that need more focus in ELA are Literary Text, Informational Text, Vocab, Writing Expression, Knowledge & Use of Language Conventions (All areas need improvement with Writing Expression and Conventions as the lowest). Sub-skills that need more focus in Math are Major Content (basic math), Additional and Supplemental Content (problem solving and geometry, Expressing Math Reasoning, and Modeling and Application (solving advanced real-world problems) in order of need.

*Lower levels of participation at 81% versus the required 95% present a challenge for CMAS. *Note that new laws regarding ESSA are not supporting Colorado waiver and opt-out for CMAS. Grades 9-10 will take PSAT in the Fall and 11th Grade will take SAT and these students need the college ready skills that our CMAS assessment presents. We currently have worked with our staff and community to place in specific practices and remedies to increase participation on the CMAS required by the state. In the fall, our staff met with Administration to brainstorm a plan. This plan includes an email publication each month discussing the benefits of State Testing, publications by our Board of Directors, three Parent Articulation Coffees where parents heard the history of the new Standards and exposure to the practice tests with discussion of the thinking trends, increased exposure to testing outcomes during Parent-Teacher Conference, and a counseling program with the Principal for opt-out waivers.

Current Improvement Efforts and Plans - Based on our school's scores for CMAS, the school improvement efforts this year and as we move forward will concentrate on the suggestions from the Harvard Center for Research Policy published in February 2016. Seven major efforts will concentrate in both Mathematics and Language Arts to: 1) Provide monthly and consistent Professional Development that links a crosswalk of curriculum to current Standards; 2) Chart the trend of higher level thinking questions on the CMAS and embed these into instruction; 3) On a monthly basis, teachers will meet in PLC groups and Late-Start Articulations to view Common Assessments with Benchmarking and formative data and set goals to adjust instructional decisions based on student data; 4) For Mathematics, administration will provide a quarterly walk-thru observing specific math practices and provide group data to teachers. Administrators will observe Math and Reading instruction and provide feedback aligned to Standards; 5) To provide professional development and develop parameters for a schoolwide system to address all students who are not meeting standards; 6) To develop academic teams of representative Administration and Teachers to build or refine process for Common Assessments, to determine needs to strengthen curriculum, and to review resources to bridge current curriculum to the Standards. 7) For Mathematics, we have adopted a Standards aligned curriculum and will provide ample time for Professional Development, planning, and implementation.

Improvement Plan Information

The school/district is submitting this improvement plan to satisfy requirements for (check all that apply):

☑ State Accreditation

School Contact Information

Name: Sharon Aguina
Mailing Street: 2040 Miller Rd.
Phone:(303) 651-7900
Title: Executive Principal
Mailing City / State/ Zip Code: Longmont CO 80501
Email: saguina@flagstaffacademy.org

Narrative on Data Analysis and Root Cause Identification

Description of school Setting and Process for Data Analysis

As we began the year, we were charged with taking a closer look at school data. We developed PLC (Professional Learning Community) teams by grade level and completed trainings that walked teachers through looking at the data and developing plans to provide strategies in math and reading for specific students. From this, we worked as an entire staff to look at longitudinal data from CMAS and iReady. Staff was involved in working up the major trends in student achievement in reading and math for school years 2015 through 2017. While we have areas that we wish to improve, please note that our iReady and CMAS scores are higher than the State and many schools in the local District. We had top performance in St. Vrain School District for Grades 5, 7, and 8 in Math and Grades 3 and 5 in ELA on CMAS. They developed the following Major Trends that are now posted in our UIP:

Students Grades 3-8 are performing at 60% "Meet Expectations" on both iReady and CMAS in Reading/Language Arts. Students Grades 3-8 are performing at 40% "Meet Expectations" on both iReady and CMAS in Mathematics.

ELA in CMAS and iReady has decreased from 2016 to 2017 and has flat growth all over. For CMAS, all grades have decreased in performance with the exception of 7th and 8th grade that increased 3% and 4% respectively. Grade 3- 41%, Grade 4 - 60%, Grade 5 - 65%, Grade 6 - 60%, Grade 7 - 65%, Grade 8 - 62%. Areas of concern across grades are Writing, Conventions, Literature, Informational Text, and Vocabulary in order of need. Phonological awareness and frequency words are also area of concern.

Math in CMAS and iReady has growth that is flat and achievement is lower overall for most grades 3-8. For CMAS, all grade levels decreased in achievement for math with exception of 3rd grade that made a substantial increase from 42.5% to 50%. Grade 3 - 50%, Grade 4 - 36.5%, Grade 5 - 58%, Grade 6 - 39.5%, Grade 7 - 44%, Grade 8 - 55%. Major Content needs the most improvement across grades. Other areas of concern are Supplemental Content, Modeling/Application, and Math Reasoning in order of need.

Our Administration Team has been working on Determining Root Cause throughout this year and presented a Strategic Plan to our Board of Education mirroring our work now placed into our UIP. Our UIP Team met to go over the Major Trends, Root Causes, and Action Steps in order to fine-tune these for the plan. Our entire staff met to review the longitudinal data for iReady and CMAS, followed by them analyzing and submitting trends and root causes. A smaller grouping of our staff and administration then convened to review priority action steps. Parents came to several articulations to discuss needs in math and reading, and these have also become part of our plans.

We currently have 68 students on Read Plans for the 2017-2018 School Year in compliance with the Read Act. Of these students, 14 are in Kindergarten, 11 are in 1st Grade, 11 are in 2nd Grade, 16 are in 3rd Grade, 7 are in 4th grade, 7 are in 5th grade, and 2 are in 6th grade. Six of the 68 students have just entered Read Plans this year and the remainder of 62 students were also on Read Plans last year in 2016-2017. Four students "Met" on iReady winter Benchmarking. Students on Read Plans receive specific instruction from teachers and 10 of the students also are seen in Interventions.

Each student with a Read Plan has a set of well-defined research-based reading interventions documented that are tailored individually to a child's areas of need with the laser-focused idea of increasing student achievement. Interventionists and the Reading/Literacy Coach work with teachers and students to ensure that students are making measurable progress towards exiting off of their Read Plan.

Our Interventions Team provides research-based interventions and instruction matching the root cause of a child's inability to learn and this is provided for children as they need it. They triangulate three types of student data to determine a Root Cause and then pick from a menu of research-based interventions in order to provide service to students. Weekly, students are processed to determine if progress monitoring is showing growth. If students do not show growth, interventions are changed until the student makes progress. This follows the ESSA (Every Child Succeeds Act) where schools are required by law to be responsive to student's academic needs and to provide assistance as necessary for students to make growth. In addition, we have a newly formed MTSS task force that will determine different layers of support for each student who scores "Not Meets".

For students entering advanced coursework, in 2014-2015 21.36% or 276 students participated; with 5.56% of Hispanics, 39.13% of Others, and 20.85% of Whites. In 2015-2016, 42.9% or 127 students took advanced coursework; with 2 or 10.53% of Hispanics, 13 or 65% of Others, and 112 or 33.58 % of Whites. In 2016-2017 109 or 37.20% of students took advanced coursework; with 7 or 26.92% of Hispanics, 11 or 47.83% of Others, and 91 or 37.3% of Whites. Over the three years, there has been an increase of all students taking Advanced Coursework in 2015-2016, with a slight drop in 2016-2017. A steady increase of students who are Hispanic are experiencing advanced coursework. There was an increase in the percentage "Other" in 2015-2016, and then a slight drop in 2016-2017. White students participating in advanced coursework has increased since 2014-2015, the goal is to have an increase of students each year taking advanced coursework for all students and for demographic groups as well.

Our 21st Century Learning Center features a large library of text, online titles and programs, and Makerspace Mini-Lab. Our Learning Center provides daily check-out and research projects. The LMC (Learning Media Center) also teams with our Greenhouse and Elementary Science Lab to produce research lessons that have connections to hands-on laboratory experiences for students. The LMC Manager hosts are variety of family events such as author events, review of online materials and resources, and community education such as "Junior Achievement Day".

Challenges - Approximately 40% of students are not at Meet and Exceeds in Reading/Language Arts on iReady and CMAS. Approximately 60% of students are not at Meets and Exceeds in Math on iReady and CMAS Reading. ELA needs focus on Literary Text, Informational Text, Vocab, Writing Expression, Knowledge & Use of Language Conventions, with Writing Expression and Conventions needing the most attention. In Math, areas for improvement are Major Content (basic math),

Additional and Supplemental Content (problem solving and geometry,) Expressing Math Reasoning, and Modeling and Application (solving advanced real world problems) in order of need.

School Improvement Plan Goals for 2017-2018:
We have begun and are continuing to plan for increased alignment in Reading and Math instruction between current Standards in lessons, materials, and assessments with attention to higher-level thinking questions and activities. We have determined that one important need is increased consistency in implementation of curriculum. We also have determined a need for increased job-embedded professional development that is intentional, consistent, and designed to build teacher capacity to use student data for instructional planning. We have been working on reviewing curriculum and developing a crosswalk and alignment to Standards, higher-level thinking questions and strategies, student engagement, and differentiation for student groups.

Leverages - Instruction in Reading and Math: Professional Development – Embedded Professional Development aimed at looking at notable trends, challenges, root causes, and action plans. Vertical teams for incorporating Standards, engagement strategies, and higher-level thinking questions/activities. Increased embedded Professional Development on lesson design for Reading and Math. We are working on aligning instruction to Colorado Academic Standards and Core Knowledge and in every lesson and unit (Vertical Team mapping). We have asked teachers to use a lesson design that includes student engagement, higher-level thinking, and differentiation for specific student groups. This year there has been frequent, intermittent observation of lessons by the Administration team with feedback aligned to Standards. PLC (Professional Learning Communities) meet bi-weekly in Grade level teams to look at student data and response to instruction with adjustment in instructional practice and goals in order to reteach to large groups, small groups, and individual students. In MTSS we have worked to align instruction to Root Cause of student's instructional learning issue and to progress monitor each student's growth with responsive adjustment of interventions as needed. Teacher Evaluation is aligned to student data, quality lesson design, responsive instruction, incorporating Standards, engagement strategies, and higher level thinking questions/activities. Each classroom has been asked to target 5-6 Yellow students closest to the Target with specific strategic instruction to move them to Green. For Assessment, next year we will have standard aligned Common Assessment in Math and will have teaching teams to build and use quality Common Assessments for their Reading/ELA and other academic areas.

The seven UIP tasks that will used to streamline our plan are as follows:

- Align instructional curriculum to the new Standards
- Provide increased professional development on standards-aligned instruction
- To have teachers meet regularly to process data from standards-aligned Common Assessments and to adjust instruction based on this data
- To provide a standards-aligned curriculum in math and reading with time for planning and implementation
- To increase observation of instruction with feedback aligned to Standards
- To engage a committee of teachers and administration in Language Arts in order to fine tune standards-aligned Common Assessments

- To engage a committee of teachers and administration in Language Arts to review curriculum for phonics and writing and to review supplemental materials to strengthen the curriculum.

Prior Year Targets

Consider the previous year's progress toward the school targets. Identify the overall magnitude of the school performance challenges.

PERFORMANCE INDICATOR: ACADEMIC ACHIEVEMENT (STATUS)

Prior Year Target: Prior year Target on CMAS/PARCC was 93% for Elementary level and 90% for Middle School level for ELA/Reading and 90% for Elementary Level and 95% for Middle School level in Math. In addition, for Science 80% for both Elementary level and Middle School level was listed.

Performance:

Action Tasks for the previous UIP list:

- Map Scope and Sequence of Science, ELA, and Math
- To align Curriculum horizontally and vertically to Core Knowledge
- To address content
- To analyze the Six Traits Writing Program and curriculum improvement
- To provide increased Reading Strategies
- To make improvements to MTSS Intervention Process
- To improve IEP Program
- Implementation of a GT Curriculum
- Alignment of Core Knowledge to ELA Curriculum
- Creation of a Math Pathways with Math Grouping and Advanced Math in Elementary and Middle School
- Creation of Readiness tests to determine current math levels of performance
- Creation of hands-on science labs and K-8 Scientific Process

ACADEMIC ACHIEVEMENT (STATUS) REFLECTION:

Some of these tasks were not completed by the school, including assessment of the Writing Program. In addition, these tasks may not be specific or strategic enough to align instruction to standards and to make instructors aware of the high-level thinking required for tests and the assist them in embedding this in instruction.

For this reason, Math and Reading instruction as a whole did not grow and math lost ground in some grades and cohorts. The new action plan for this UIP does seven actions that the team believes will increase achievement:

- Align instructional curriculum to the new Standards
- Provide increased professional development on standards-aligned instruction
- To have teachers meet regularly to process data from standards-aligned Common Assessments and benchmarking data to adjust instruction based on this data
- To provide a standards-aligned curriculum in math and reading with time for planning and implementation
- To increase observation of instruction with feedback aligned to Standards
- To engage a committee of teachers and administration in Language Arts that will fine-tune standards-aligned Common Assessments
- To engage a committee of teachers and administration in Language Arts to review curriculum for phonics and writing and to review supplemental materials to strengthen the curriculum

Current Performance

- While we have areas that we wish to improve, please note that our iReady and CMAS scores are higher than the State and many schools in the local District. We had top performance in St. Vrain School District for Grades 5, 7, and 8 in Math and Grades 3 and 5 in Reading/ELA on CMAS. We still want to address students that are not yet at "Meets and Exceeds" level by at moving 5% of students below the threshold each year. Our graphs and data aggregation for 2017 PARCC/CMAS and iReady Fall 2017 are available at the link below the narrative.

Students Grades 3-8 are performing at 60% "Meet Expectations" on both iReady and CMAS in Reading/Language Arts. Students Grades 3-8 are performing at 40% "Meet Expectations" on both iReady and CMAS in Mathematics.

ELA in CMAS and iReady has decreased from 2016 to 2017 and has flat growth all over. For CMAS, all grades have decreased in performance with the exception of 7th and 8th grade that increased 3% and 4% respectively. Grade 3- 41%, Grade 4 - 60%, Grade 5 - 65%, Grade 6 - 60%, Grade 7 - 65%, Grade 8 - 62%. Areas of concern across grades are Writing, Conventions, Literature, Informational Text, and Vocabulary in order of need. Phonological awareness and frequency words are also area of concern.

Math in CMAS and iReady has growth that is flat and achievement is lower overall for most grades 3-8. For CMAS, all grade levels decreased in achievement for math with exception of 3rd grade that made a substantial increase from 42.5% to 50%. Grade 3 - 50%, Grade 4 - 36.5%, Grade 5 - 58%, Grade 6 - 39.5%, Grade 7 - 44%, Grade 8 - 55%. Major Content needs the most improvement across grades. Other areas of concern are Supplemental Content, Modeling/Application, and Math Reasoning in order of need.

We have developed graphs for our achievement data, however the "insert" button is not operational at this time according to CDE. We have sent out graphs to CDE to insert and offer this website until they are able to do this:

UIP DATA GRAPHS FOR FLAGSTAFF ACADEMY CHARTER SCHOOL:
https://docs.google.com/presentation/d/1KcQ55L9IhJsWrO7Is9PGLdT3sDjeeJuYOPDmeUNmfw0/edit#slide=id.p3

Summary of Our Grades 3-8 Data from iReady and CMAS:

- Based on iReady scores for January 2018, we are predicted to score 62% on CMAS for Meet and Exceed in Reading. This is not an increase in student achievement, but we do have a slight increase of both proficiency and growth for most grade levels grades 1-5 in ELA iReady for the January, 2018 testing.
- Based on iReady scores for January 2018, we are predicted to score 52% on CMAS for Meet and Exceed in Math. This would represent a 10% increase.
- Grade 3 2017 CMAS ELA indicates a decrease in achievement with 41% of students at Meet. Writing and Conventions need most work.
- Grade 4 2017 CMAS ELA shows approximately 60% of students at Meet or Exceed but this represents a slight drop from past years. Writing Expression, Literature, and Vocabulary need work.
- Grade 5 2017 CMAS ELA indicates a decrease in reading performance and an average of about 65% of students Meet. Literature, Informational Text, and Writing need the most work.
- Grade 6 2017 CMAS ELA shows a decrease in reading performance with about 60% of students at Meet. Informational text and Writing need the most work.
- Grade 7 2017 CMAS ELA indicates an increase in Writing Expression and Conventions and a mild decrease in Literature and Informational Text. 64% of students are at Meet or Exceed.
- Grade 8 2017 CMAS ELA indicates 62% of students are at Meet or Exceed in ELA. Literature and vocabulary has increased. Writing and Conventions need more work.
- Grade 3 2017 CMAS Math shows a slight increase with approximately 50% of students at Meet. Major Content and Modeling/Applications need most work.
- Grade 4 2017 CMAS Math shows a decrease of achievement with approximately 36.5% of students at Meet. Major Content and Supplemental Content need most work.
- Grade 5 2017 CMAS Math shows a slight increase of achievement with approximately 58% of students at Meet. Major Content and Modeling/Application need most work.

- Grade 6 2017 CMAS Math shows a slight decrease of achievement with approximately 39.5% of students at Meet. Major Content and Supplemental Content need most work.
- Grade 7 2017 CMAS Math shows a slight decrease of achievement with approximately 44% of students at Meet. Major Content and Math Reasoning need most work.
- Grade 8 2017 CMAS Math shows a very slight decrease of achievement with approximately 55% of students at Meet. Major Content and Supplement Content need most work.

Trend Analysis



Trend Direction: Decreasing
Notable Trend: Yes
Performance Indicator Target: Academic Achievement (Status)

Longitudinally 2015 through 2017, there are more students that score in Reading/ ELA as "Do Not Meet". 364 students out of 910 do not Meet.



Trend Direction: Decreasing
Notable Trend: Yes
Performance Indicator Target: Academic Achievement (Status)

40% of students in Grades K-8 in Reading/ELA are not at Meet or Exceed.



Trend Direction: Increasing
Notable Trend: Yes
Performance Indicator Target: Academic Achievement (Status)

Algebraic thinking and geometry have improved.



Trend Direction: Decreasing
Notable Trend: Yes
Performance Indicator Target: Academic Achievement (Status)

Math growth is flat and achievement is lower overall for most grades 3-8. All grade levels decreased for achievement in math with exception of 3rd grade that made a substantial increase from 42.5% to 50%. Grade 3 - 50%, Grade 4 - 36.5%, Grade 5 - 58%, Grade 6 - 39.5%, Grade 7 - 44%, Grade 8 - 55%.



Trend Direction: Decreasing
Notable Trend: Yes
Performance Indicator Target: Academic Growth

ELA has decreased from 2016 to 2017 and has flat growth all over. All grades have decreased in performance with the exception of 7th and 8th grade that increased 3% and 4% respectively. Grade 3- 41%, Grade 4 - 60%, Grade 5 - 65%, Grade 6 - 60%, Grade 7 - 65%, Grade 8 - 62%.



Trend Direction: Decreasing
Notable Trend: Yes
Performance Indicator Target: Academic Growth

Areas of concern across grades are Writing, Conventions, Literature, Informational Text, and Vocabulary in order of need. Phonological awareness and frequency words are also area of concern.



Trend Direction: Decreasing
Notable Trend: Yes
Performance Indicator Target: Academic Growth

2017 shows the most serious decrease in math.



Trend Direction: Decreasing
Notable Trend: Yes
Performance Indicator Target: Academic Growth

Major content needs the most improvement across grades. Other areas of concern are Supplemental Content, Modeling/Application, and Math Reasoning in order of need.



Trend Direction: Decreasing
Notable Trend: Yes
Performance Indicator Target: Academic Growth

60% of students in Grades K-8 in Math are not at Meet or Exceed.

Additional Trend Information:

- Approximately 40% of students in Grades K-8 are not at "Meets and Exceeds" in Reading and approximately 60% of students in Grades K-8 are not at "Meets and Exceeds" in Math.
- Math growth is flat and achievement is lower overall for most grades 3-8. All grade levels decreased for achievement in math with exception of 3rd grade that made a substantial increase from 42.5% to 50%. Grade 3 - 50%, Grade 4 - 36.5%, Grade 5 - 58%, Grade 6 - 39.5%, Grade 7 - 44%, Grade 8 - 55%.
- ELA has decreased from 2016 to 2017 and has flat growth all over. All grades have decreased in performance with the exception of 7th and 8th grade that increased 3% and 4% respectively. Grade 3- 41%, Grade 4 - 60%, Grade 5 - 65%, Grade 6 - 60%, Grade 7 - 65%, Grade 8 - 62%.
- Areas of concern across grades for ELA/Reading are Writing, Conventions, Literature, Informational Text, and Vocabulary in order of need. Phonological awareness and frequency words are also area of concern.
- Areas of concern across Mathematics are Major Content , Supplemental Content, Modeling/Application, and Math Reasoning in order of need.
- African American, Hispanic, MTSS, and Free and Reduced Lunch children as a whole are not at "Meets and Exceeds".
- In ELA comprehension and vocabulary still need work.
- The most serious decrease in math was in 2017.
- Algebraic thinking and geometry has improved.
- While there is grouping of students to allow for advancement, a substantial percentage of students in advanced classes score at Meets or below Meets.
- There has been an overall decrease of achievement across grades in Reading and/or Math.

These are compelling and notable trends because they shows growth or decline in major content for ELA and Math that affects 364 children in Reading/Language arts and 564 in Mathematics who score below expectation. There is not a substantial and systematic MTSS to address all students who are significantly below grade level. These students represent 22% of the student population which is 200 students. Our current Intervention Program services approximately 35 students.

Root Causes



Priority Performance Challenge: Reading/ELA and Math

For Grades 1-8, 40% of Students in Reading/ELA are "Not Meeting Expectations" and 60% of students in Math are "Not Meeting" expectations. Free and reduced students are not meeting expectations in both Reading/ELA and Math. Students with Disabilities in Math are not meeting expectations in Reading and ELA in Elementary School. There are achievement gaps in Reading and Math for specific grade levels and cohorts.



Root Cause: Using Data to Adjust Instructional Planning

Lack of intentional and consistent professional development monthly aligning curriculum to the standards and designed to build teacher capacity to use student data for instructional planning.

Root Cause: Lack of Alignment for Curriculum, Instruction, and Assessment

Lack of alignment between current standards and curriculum (including lessons and materials) and well as assessments. There is a need to have common assessments aligned to the standards.

Root Cause: Consistency and Fidelity of Implementation

Lack of consistency in implementation of curriculum with frequent monitoring and feedback aligned to the standards.

Root Cause: Lack of Differentiation for Student Groups

Differentiation for student groups in not happening. There is no system in place to address all students who are not meeting standards schoolwide.

Priority Performance Challenge: Trends show a decrease in Reading/ELA and Math For Most Grades 2016-2017

Analyzing our students' achievement data shows a decrease for Reading/ELA and Math from 2016 to 2017 in CMAS for nearly every grade level. Exceptions include a few percentage points of increase for 7th and 8th Grade ELA and 3rd and 5th Grade Math. Areas of concern throughout grade levels in ELA are Writing, Conventions, Literature, Informational Text, and Vocabulary in order of need. Areas of concern throughout grade levels in Math are Major Content, Supplemental Content, Modeling/Application, and Math Reasoning in order of need.

Root Cause: Lack of Alignment for Curriculum, Instruction, and Assessment

Lack of alignment between current standards and curriculum (including lessons and materials) and well as assessments. There is a need to have common assessments aligned to the standards.

Root Cause: Lack of Differentiation for Student Groups

Differentiation for student groups in not happening. There is no system in place to address all students who are not meeting standards schoolwide.

Root Cause: Using Data to Adjust Instructional Planning

Lack of intentional and consistent professional development monthly aligning curriculum to the standards and designed to build teacher capacity to use student data for instructional planning.

Root Cause: Consistency and Fidelity of Implementation

Lack of consistency in implementation of curriculum with frequent monitoring and feedback aligned to the standards.

Provide a rationale for why these challenges have been selected and address the magnitude of the overall performance challenges:

Due to the high performance of the school over time, focus has been in maintaining the school's Core Knowledge Curriculum with an emphasis on teaching culture. This year we observed that the Curriculum and focus for teaching is not aligned to the higher Colorado Academic Standards and this is even more so for the stringent thinking and application questions on the CMAS. Last year the school worked on Mapping the curriculum with alignment to the Core Knowledge Sequence, however this year, we embarked on looking at the crosswalk for the Colorado State Standards and began having teachers look at the trend of questioning and problems on CMAS and begin embedding these higher-level strategies into instruction. We have been working with a Mathematics program that is not aligned to Major Content and have grouping practices where students may not receive the majority of their instruction in Major Content.

The staff viewed the actual results of the iReady and CMAS data this year and while we score very well in comparison to the District and state, they were able to see that we still have 40% of students who are not at "Meet" in Reading/ELA and that 60% of students are not at "Meet" in Mathematics. This becomes really compelling when this translates statistically to 364 students not at "Meets" in Reading/ELA and 546 students not at "Meets" in Mathematics. Our current MTSS system includes servicing a small group of less than 50 students for interventions that are tailored by intervention teachers working with students in small groups one, two, or three.

Teachers need to be equipped with the strategies they need to embed 21st thinking into instruction. In this way, students won't be taken off guard when they seeing the high level of questioning on iReady and CMAS for the first time during the test. It also is imperative that we develop a full MTSS system that administers to every student in some way who is not at "Meets" or are listed as Yellow or Red based on our iReady and Alpine data systems.

For some of the reasons above, Math and Reading instruction as a whole did not grow and math lost ground in some grades and cohorts. The new action plan for this UIP does seven actions that the team believes will increase achievement are:

* Align instructional curriculum to the new Standards
* Provide increased professional development on standards-aligned instruction
* To have teachers meet regularly to process data from standards-aligned Common Assessments and Benchmarking data in order to adjust instruction based on this data
* To provide a standards-aligned curriculum in math and reading with time for planning and implementation
* To increase observation of instruction with feedback aligned to standards
* To engage a committee of teachers and administration in Language Arts that will fine-tune standards-aligned Common Assessments
* To engage a committee of teachers and administration in Language Arts to make recommendations for the improvement of curriculum in phonics and writing, and to review supplemental materials to strengthen the curriculum

Provide a rationale for how these Root Causes were selected and verified:



First, while the school has worked on a variety of research-based best practices, including mapping the curriculum, there is just undeniable truth in that the curriculum as presented is not aligned either to the new Standards, and even more so, far from aligned in terms of what students need to know and be able to do on the iReady and CMAS tests. Teachers are currently under-equipped with the curriculum that they are teaching and even with all their effort, our curriculum and instruction simply doesn't reach up to the new Standards and Assessments.

Secondly, there is a fairly large population of students that do "Not Meet" expectations amounting to 40% in Reading or 364 students, and 60% or 546 students in Math out of our total 910 students. A large subset of students (16% or 145 students who are listed in iReady that need support and are in the "Yellow Zone" and 54 students who are listed as high-risk learners in the "Red Zone" for reading and math). 68 students are on Read Plans. Because the school has an Intervention Program that services approximately 35 students in groups of one, two, or three, it then becomes simple deduction that more differentiation is needed to meet the needs of youngsters. This includes differentiation of instruction in the classroom, increased students in Intervention, and a complete MTSS plan that will offer something to every student that "Does Not Meet" in Reading or Math.

As a next line of defense, it can be easily reasoned that using CMAS, iReady Diagnostic Benchmarking data, and developing standards-aligned Common Assessments with time to process student data for the instructional goal of reteaching the large group, small group instruction, and individualized instruction would then pinpoint the exactly what differentiation is needed so students can make more progress.

Lastly, we need to provide standards-aligned curriculum so that teachers will not have to rewrite their textbook to find the Major Content for their grade level and to make sure that there is ample planning and implementation time, professional development that addresses the major points above, and numerous opportunities for observation of lessons with feedback and coaching for improvement aligned to the Standards.

These are just simple, logical, and potent steps to get to the direct causes for lack of enough growth in Reading and Math. These were easily determined as the most direct and impactful actions by our entire teaching team.

Additional Narrative / Conclusion

Based on the previous UIP Plan, some of the tasks listed were not completed by the school, including assessment of the Writing Program. For this reason, Math and Reading instruction lost ground in most grades. Based on the compelling needs of students that are not yet achieving, the school needs to take action to provide the following:

- Align instructional curriculum to the new Standards
- Provide increased professional development on standards-aligned instruction
- To have teachers meet regularly to process data from standards-aligned Common Assessments and Benchmarking data to adjust instruction based on this data
- To provide a standards-aligned curriculum in math and reading with time for planning and implementation
- To increase observation of instruction with feedback aligned Standards
- To engage a committee of teachers and administration in Language Arts that will fine-tune standards aligned common assessments
- To engage a committee of teachers and administration in Language Arts to review curriculum for phonics and writing and to review supplemental materials to strengthen the curriculum.

Action and Progress Monitoring Plans

Major Improvement Strategy and Action Plan



Math Alignment

Describe what would success look like: Mathematics - The school will adopt a standards-aligned mathematics curriculum and provide ample time for professional development and planning. This will include monthly and consistent professional development that will develop a crosswalk to advanced thinking required in the standards. Teachers will take the practice tests and outline trends of thinking required by students and embed higher level questioning and teaching strategies for these into instruction.

Associated Root Causes:

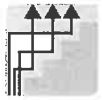
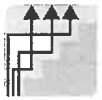
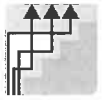
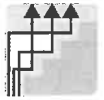


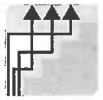
Lack of Alignment for Curriculum, Instruction, and Assessment:
Lack of alignment between current standards and curriculum (including lessons and materials) and well as assessments. There is a need to have common assessments aligned to the standards.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
 Monthly Math Articulation and PD for Alignment	Crosswalk of standards to curriculum and discussion of math needs. Presentation of curriculum resources.	08/17/2017 10/07/2018	Training Materials, Curriculum Resources	Executive Principal Assistant Principals Teachers Math Resource Presenters	In Progress
 PD for iReady Instructional Program	Two hours of PD as needed at monthly Professional Development Days beginning on 12/6/2017 and 2/16/2018; and then on an "as needed" basis thereafter.	12/06/2017 04/24/2019	iReady Consultant	Executive Principal Assistant Principals Math Teachers EnVision 2.0 Consultant	In Progress
 Chart Advanced Questions/Tasks in CMAS	A continuum of advanced questions and tasks in CMAS will be charted and embedded into instruction.	12/07/2017 05/24/2019	CMAS Practice Tests Template to Chart Continuum	Executive Principal, Assistant Principals, Teachers	In Progress
 Mathematics PD	Six hour PD for beginning implementation of EnVision 2.0 with a refresher 8/15/2018.	04/30/2018 08/15/2018	EnVision 2.0 materials, online	Executive Principal, Assistant Principals, Math	In Progress

Standard-Aligned			components, manipulatives, and student data.	Teachers, and EnVision 2.0 Consultants	
 Summer Math Planning	Teachers will be provided stipends to work in grade level teams to plan lessons for EnVision.	05/25/2018 07/31/2018	EnVision 2.0 Materials and Online Components Parameters for Daily and Unit Lessons	Executive Principals Assistant Principals Teachers	In Progress
 Job Embedded Math PD	Teachers will receive 2 demonstrations of a model math lesson with discussion.	09/14/2018 12/21/2018	Curriculum, online resources, and EnVision 2.0 student data	Executive Principals, Assistant Principals, EnVision 2.0 Consultant, Teachers	Not Started
 Monthly PD for Standards Aligned Math Curriculum	Continued PD on implementation of standards-aligned EnVision 2.0 as needed.	01/07/2019 05/24/2019	EnVision 2.0 and iReady Instruction program materials, online lessons, and student data.	Executive Principal, Assistant Principals, Math Teachers	Not Started



Math Common Assessments

Describe what would success look like: Mathematics - On a monthly basis, teachers will meet in PLC groups and Late-Start Articulations to view new Common Assessments and Benchmarking formative data and set goals to adjust instructional decisions.

Associated Root Causes:

Using Data to Adjust Instructional Planning:
Lack of intentional and consistent professional development monthly aligning curriculum to the standards and designed to build teacher capacity to use student data for instructional planning.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
PLC's to Review Student Data Monthly	PLC's will review Common Assessment and Benchmark Data to adjust goals for instruction.	10/10/2017 05/10/2019	Common Assessment and Benchmarking data	Executive Principal, Assistant Principals, Teachers	In Progress
Cross-Grade Level Groups to Analyze Common Assessments	Cross-Grade Level Groups will analyze Common Assessments and Benchmarking data monthly in order to adjust instructional goals and address learning gaps.	10/10/2017 05/24/2019	Common Assessment and Benchmarking Data	Executive Principal, Assistant Principals, Teachers	In Progress

Monitoring of Instruction

Describe what would success look like: Mathematics - Walk-thrus each grading period observing specific math practices will occur and group data will be provided for teachers. Math lessons will be observed by Administration with feedback aligned to the Standards.

Associated Root Causes:

Consistency and Fidelity of Implementation:
Lack of consistency in implementation of curriculum with frequent monitoring and feedback aligned to the standards.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
Math Walk-thru Each Grading Period	Admin walk-thru for math strategies and implementation with group data/recommendations.	09/05/2017 05/10/2019	Walk-thru tool, graphs of results.	Executive Principal, Assistant Principals, Teachers	In Progress
Observations/Feedback of Lessons	Admin observations with feedback aligned to Standards.	09/05/2017 05/10/2019	Template to report observational notes.	Executive Principal, Assistant Principal, Teachers	In Progress

Differentiation for Mathematics

Describe what would success look like: Mathematics - Professional Development will be provided addressing differentiation in math. The school will develop parameters for a schoolwide system to address all students who are not meeting standards.

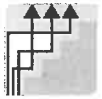
Associated Root Causes:

Lack of Differentiation for Student Groups:
Differentiation for student groups in not happening. There is no system in place to address all students who are not meeting standards schoolwide.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
 PD for Classroom Lesson Differentiation	PD for classroom lesson differentiation for all students.	09/24/2018 05/10/2019	EnVision 2.0 Differentiation Template and Materials, MTSS Task Force Paln	Executive Principal, Assistant Principals, MTSS Task Force, Teachers	Not Started
 MTSS Task Force Plan	The MTSS Task Force will design a plan that provides support in math to every student not at "Meets"	09/24/2018 01/07/2018	Articles on best practice research for MTSS system models.	Executive Principal, Assistant Principals, Teachers	Not Started



Language Arts Alignment

Describe what would success look like: Language Arts - Monthly and consistent professional development will take place that will develop a crosswalk between the current CKLA curriculum, Core Knowledge Sequence expectations, and Standards. Reading workshop will be utilized as an engaged delivery model for Language Arts through the Cafe and Daily 5 Models; Kinder through 6th Grade. This will be inclusive of Writing and Conventions. Teachers will take the CMAS practice tests and outline trends of thinking required by students and embed higher level questioning and teaching strategies for these into instruction.

Associated Root Causes:



Lack of Alignment for Curriculum, Instruction, and Assessment:
Lack of alignment between current standards and curriculum (including lessons and materials) and well as assessments. There is a need to have common assessments aligned to the standards.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
Monthly ELA Articulation and PD for Alignment	Crosswalk of standards to current CKLA Curriculum and discussion of ELA needs. Professional development embedding curriculum and standards into Reading Workshop Model using Daily 5 and Cafe.	08/17/2017 05/24/2019	Training Materials	Reading/Literacy Coach Executive Principal Assistant Principals	In Progress
After School Reading Workshop PC	Ongoing PD courses offered on Reading Workshop and Literacy Strategies after school.	10/21/2017 05/24/2019	Training Materials	Reading/Literacy Coach, Teachers	In Progress
Chart Advanced Questions/Tasks in CMAS	A continuum of advanced questions and tasks on CMAS will be charted and embedded into instruction.	02/16/2018 05/24/2019	CMAS Practice Tests Template to Chart Continuum	Executive Principal, Assistant Principals, Reading/Literacy Coach, Teachers	In Progress

Language Arts Review Committee

Describe what would success look like: A representative group of teachers and administration will meet to review and make recommendations to the current Language Arts Program. The ELA Committee will determine common assessments aligned to standards, check and approve standards-aligned curriculum maps, and determine needs in our current 6 Traits and CKLA Writing and Phonics Program. The committee will review and recommend supplemental resources to bridge current curriculum to

the standards.

Associated Root Causes:



Lack of Alignment for Curriculum, Instruction, and Assessment:
Lack of alignment between current standards and curriculum (including lessons and materials) and well as assessments. There is a need to have common assessments aligned to the standards.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
 ELA Common Assessments	ELA Committee will determine needs, and design/refine standards-aligned common assessments.	05/25/2018 05/24/2019	Common Assessment Samples, Published Standards, Outlines for t Quality Common Assessments	Executive Principal, Assistant Principals, Reading/Literacy Coach, ELA Committee	In Progress
 ELA Committee to Review Writing and Phonics	ELA Committee will determine needs for Current 6-Traits and CKLA Writing and Phonics. Will review and recommend supplemental resources to strengthen curriculum. The committee will oversee any roll-out/implementation of resources.	10/12/2018 05/24/2019	Research Articles on Writing and Phonics Needs Assessment Supplemental Resources for Writing and Phonics	Executive Principal, Assistant Principals, Reading/Literacy Coach, ELA Committee	Not Started
				Executive	

Standards-Aligned ELA Curriculum Maps	ELA Committee will view and approve standards-aligned curriculum maps.	10/20/2018 05/24/2019	Current Reading/Language Arts Curriculum Maps, Published Standards	Principal, Assistant Principals, Reading/Literacy Coach, ELA Committee	Not Started

Language Arts Common Assessments

Describe what would success look like: On a monthly basis teachers will meet in PLC and Late-Start Articulation groups to view and analyze data from new Common Assessments and Benchmarking formative data and set goals to adjust instructional decisions.

Associated Root Causes:

Using Data to Adjust Instructional Planning:
Lack of intentional and consistent professional development monthly aligning curriculum to the standards and designed to build teacher capacity to use student data for instructional planning.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
PLC Groups Meet Monthly to Analyze Student Data	PLC Grade Level Teams will analyze Common Assessments and Benchmarking Data to adjust instructional goals.	10/13/2017 05/25/2019	Common Assessment and Benchmarking Data	Executive Principal, Assistant Principals, Reading/Literacy Coach, Teachers	In Progress

Cross Grade Level Groups Analyze Students Data	Cross Grade Level Groups will analyze Common Assessment and Benchmarking Data to adjust instructional goals and determine learning gaps.	10/13/2017 03/24/2019	Common and Benchmarking Assessments Data	Executive Principal, Assistant Principals, Reading/Literacy Coach, Teachers	In Progress

Coaching and Monitoring of Instruction

Describe what would success look like: The Literacy Coach will work with teachers by modeling, observing, and providing feedback for the Reading Workshop Model and literacy best practices. Language Arts Lessons will be observed by Administration with feedback aligned to the standards.

Associated Root Causes:

Consistency and Fidelity of Implementation:
Lack of consistency in implementation of curriculum with frequent monitoring and feedback aligned to the standards.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
Observation and Feedback of Reading/ELA Instruction	ELA Lessons will be observed by Administration with feedback aligned to the standards.	08/17/2017 04/24/2019	Observation template.	Executive Principal, Assistant Principals, Teachers	In Progress

Reading/Literacy Coach will Observe, Provide Feedback, and Model	The Literacy Coach will work with teachers by modeling, observing, and giving feedback for Reading Workshop Model.	08/17/2017 05/24/2019	Training Materials	Reading/Literacy Coach, Teachers	In Progress

Differentiation for Language Arts

Describe what would success look like: Professional Development will be provided addressing differentiation in Language Arts. The school will develop parameters for a schoolwide system to address all students who are not meeting standards.

Associated Root Causes:

Lack of Differentiation for Student Groups:
Differentiation for student groups in not happening. There is no system in place to address all students who are not meeting standards schoolwide.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
Professional Development for Differentiation in Reading/ELA	PD demonstrating differentiation for Reading/ELA (including Writing) in the mainstream classroom to students not at expectation or above level.	09/14/2018 05/24/2019	Training Materials and MTSS Plan for All Students Not Meeting Expectations	Executive Principal, Assistant Principals, Reading/Literacy Coach, Teachers	Not Started

MTSS Task Force Will Provide Plan for All Students "Not Meeting"	MTSS Task Force will design a plan that provides academic support in Language Arts to every student that does not meet standards.	01/07/2019 04/24/2019	MTSS Plan for all students who are not currently meeting standards.	Executive Principal, Assistant Principals, Reading/Literacy Coach, MTSS Task Force	Not Started

Progress Monitoring: Student Target Setting

Priority Performance Challenge : Reading/ELA and Math

PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: M

ANNUAL PERFORMANCE TARGETS

2017-2018: 40% of students in Grades 3-8 are at Meet/Exceed in Math. We propose a 5% increase this year. 45% of students Meet/Exceed

2018-2019: We propose a 5% increase this year. 50% of students Meet/Exceed

INTERIM MEASURES FOR 2017-2018: iReady Diagnostic IiReady Instructional (2018-2019) New Standards Aligned Common Assessments. 50% of students Meet/Exceed

PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: R

2017-2018: 60% of students in Grades 3-8 are at Meet/Exceed in Reading/Language Arts. We propose a 5% increase this year. 65% of students Meet/Exceed

ANNUAL PERFORMANCE TARGETS	**2018-2019:** We propose a 5% increase this year. 70% Meet/Exceed

INTERIM MEASURES FOR 2017-2018: iReady Diagnostic Standards-aligned Reading Assessments (2018-2019) 65% Meet/Exceed



Priority Performance Challenge : Trends show a decrease in Reading/ELA and Math For Most Grades 2016-2017

EXHIBIT F

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 who met or exceeded expectations on Colorado's standardized assessments

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 state assessment 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 state assessment.

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 in 2016 and the average Colorado SAT composite scores in 2017. 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.

EXHIBIT G

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:

Flagstaff Academy's educational program is based on the Core Knowledge sequence with an emphasis on Science and Technology. The Core Knowledge (CK) 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.

Science, history, reading, writing, tech lab and the arts base their content in the CK Sequence. The Core Knowledge Sequence allows teachers to develop interdisciplinary units of students, where students are writing about what they are learning in science, for example, or using technology to present what they are studying in history. This approach to learning keeps students engaged, and helps them retain concepts, as the ideas they develop connect to previous learning.

Science
Science is an important way of knowing about the natural world. It is not just a collection of facts but important habits of mind based in three critical scientific activities – Asking Questions, Collecting Data, and Making Data-Based Decisions. Flagstaff Academy strongly believes in scientific exploration. Students will establish a strong scientific perspective for examining the natural world. Flagstaff teachers and students together are members of a community focused on learning science. This will be done through a science activity-based program that will be used in conjunction with the Core Knowledge science program.

Annually, all Flagstaff students participate in the STEM Fair. This activity is the clearest expression of each student's ability to act scientifically. Projects are based in topics from among Science, Technology, Engineering and Mathematics and involve deep exploration into questions designed by the students themselves. STEM Fair involves lots of support in school from all of the Middle School teachers, industrial partners, parents and others. Depending on their success, students may move from the classroom projects to the Flagstaff Academy STEM Fair, the Cordon Pharma Regional Science Fair in Boulder, The SVVSD Tech Fair or the Colorado State Science Fair in Ft Collins.

Greenhouse Programming
Flagstaff Academy has a 750 square foot Growing Spaces grow dome - The Randall Geo-Conservatory - as a part of our facility and curriculum. The purpose of greenhouse work is for children of all ages to enjoy first hand where our food

comes from. Each year at Flagstaff, each class has the opportunity to do a project in the dome. The dome also includes an aquaponics system that demonstrates a full ecocycle through using fish waste to fertilize plants that filter the water for the fish. Through partnerships with local farms and SVVSD Nutrition Services, Flagstaff Academy hosts Harvest Days where students can see how fruits and vegetables grown in the greenhouse taste in a fresh and a prepared option.

Approach to Technology

Technological integration is purposeful and integrated along a continuum. From Kindergarten through 8th grade, the Google Apps for Education are the primary tools we use. At every level of the organization, we use cloud computing to collaborate, record and present our work. Technology is integrated into classrooms as tools for students to use during their Flagstaff Academy, Inc. academic experience. Students work in collaborative documents, create presentations and conduct online research in science, mathematics, history and language arts. Students compose videos, musical scores, and interact with various web-based applications in their classrooms, but their foundational skills are nurtured in Tech Lab and in the Library Media Center (LMC).

In the Elementary grades, students participate in Smart Lab programming on a weekly basis. In Smart Lab, students gain proficiency with keyboarding, are exposed to the Google Apps for Education platform, engineering, computer science, robotics, and learn about Digital Citizenship. Every grade has a mobile cart of Google Chromebooks that be used to instantly make any classroom a mobile computer lab. Our 4th and 5th grade classrooms each have their own Google Chromebooks cart to begin the introduction to 1:1 computing.

The Library Media Center is much more than a place to check out books (and e-readers), though there are plenty of those, including popular Middle School titles. Our Teacher-Librarian teaches students how to access data safely in the online world as well as teaching our Elementary and Middle School students internet research techniques, how to determine if a source is credible, and how to search many online resources. Our library is a blend of traditional books and reading materials and modern multi-media.

In Middle School, technology continues to be utilized in every classroom. With our 1:1 Chromebooks Program, every Flagstaff Academy middle school student is issued a Google Chromebook for their educational career at Flagstaff Academy. The 1:1 program allows our students to easily access online content that enriches their Core Knowledge Sequence.

Flagstaff Academy has a middle school elective Pre-Engineering program. This program has six elective options to expose students to multiple areas of engineering and computer science topics. Our Pre-Engineering program covers Architecture, Energy Systems and Renewable and Green Energy, Mechanical Engineering, two Computer Science courses- Programming and CyberSecurity and Networking, Robotics and Drones.

Flagstaff Academy's computer programming and robotics programs continue to thrive. We now offer multiple levels of computer programming instruction for our students. Over 75% of our incoming 6th graders elect to take a computer programming class. Our Hour of Code program, where our middle school programming students teach our K-5 students how to use program computers gained statewide attention. Two of our teachers are mentors, and several of our student alumni, are with the 1619 Up a Creek Robotics team that has gained national attention for excellence. We also offer state champion VEX Robotics, LEGO Mindstorms robotics, and maker space programming for our students in club activities. Our new Smart Lab is a model of project-based learning for STEM and leading edge technology and educational technology.

Student Involvement

Just as parent involvement is directly tied to student success, so is student involvement. Some studies suggest that it's second only to "safety and belonging" on the list of what a student needs to be successful in school. Students have a variety of opportunities to get involved at Flagstaff through after-school clubs, activities, enrichment programs, leadership opportunities, arts and athletics. Through Student Council (StuCo) and National Junior Honor Society (NJHS), students are actively partnered with the Parent Teacher Organization (PTO) to support events that enhance our connectedness as a learning community. Flagstaff Academy is home to the only student-produced and professionally-printed K-8 newspaper in the district. Our journalism staff is composed of select middle-school students who write and produce the monthly paper from start to finish.

EXHIBIT H

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. 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. In school year 2013-14, Flagstaff Academy's ELL instruction resulted in the top ranking in the state by Colorado Department of Education, and top ten in the state since 2014/15. We will continue to provide top-quality ELL instruction.

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 CMAS 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.

EXHIBIT I

DUE PROCESS GUIDELINES

1. Prepare notebook for Principal (include checklist and tabs).
2. Assistant Superintendent delivers the notebook along with "sample/guide book" to the school.
3. Schools return completed notebook along with "sample notebook" to Assistant Superintendent as soon as possible.
4. Assistant Superintendents review notebook and take notebook to legal counsel for review.
5. Legal counsel sends an email to Assistant Superintendent once notebook is reviewed and approved.
6. Notebook is picked up from legal counsel and one copy is made. (The checklist is included along with colored sheets of paper, which will replace the original tabs.)
7. The original is filed in Assistant Superintendent's office.
8. The copy is redacted. After it is redacted, another copy is made so now there are two redacted copies, both including the checklist and colored paper instead of tabs.
9. One redacted copy in a notebook stays with the Assistant Superintendent and the approval letter from legal counsel is placed in the front pocket of that notebook.
10. The police report is removed from the second redacted copy and that copy is placed in an envelope and the Principal is notified it is ready to be picked up.
11. Principal hand delivers the redacted copy (which includes the checklist and tabs but does not include the police report) to the parent/guardian. The book must be delivered to the parent at least one day prior to the expulsion hearing.
12. Assistant Superintendent brings the redacted copy of the notebook to the hearing and gives it to the Expulsion Officer who enters it into evidence. This copy includes checklist, tabs and redacted police report.
13. After the hearing, the Expulsion Officer takes the notebook with him and sends his recommendation to legal counsel to be reviewed.
14. The Expulsion Officer returns the notebook to the Assistant Superintendent with his recommendation, and the Assistant Superintendent brings that notebook to the meeting with the Superintendent.

DUE PROCESS CHECKLIST

This book has been redacted so it can be used as a "guide" when creating a dismissal/ expulsion book. Do not redact your book.

Checklist	TASK
1	**Student Demographics** Print information from Infinite Campus
2	**Timeline of events (Summary)** Provided by building administration
3	**School Work Support Plan** Copies of homework gathered from teachers that was given to the student
4	**Expulsion Data Form** Contact Expulsion Officer or Assistant Expulsion Officer and they will send you the form
5	**Expulsion Hearing Letter** Contact the Superintendent's Assistant and she will send you a copy of the letter
6	**Board Policy/State Statute violations** Copy Board Policies from the website
7	**Student discipline records** Print information from Infinite Campus
8	**IEP/504 Plan Records** Yes ____ No ____ If yes, Manifestation Determination Review Yes ___ No ___** Check Yes or No
9	**Attendance Records** Print copy of attendance record from Infinite Campus
10	**Police reports** Ask SRO/Police for a copy of the report as soon as possible
11	**Due process paperwork** Print ad hoc report from Infinite Campus
12	**Suspension letter to parent/guardian** Same information as #11
13	**Habitual Disruptor History and Plan**** Include if a school has drawn up a plan
14	**Teacher's statements**** Teacher's written description of incident with signature
15	**Witness statements**** Witnesses' written statements with signature
16	**Student statement** Student's written statement with signature
17	**Photos and/or video surveillance**** Pictures that may have been taken showing evidence
18	**Social media postings, school work containing threatening content**** Include screen shots of each media postings or copies of school work
19	**Correspondence with parent/guardian, i.e., emails, phone calls** Documented phone calls and emails between administrators and parent/guardian

**If there is no information, please include a sheet stating "There were no _____ (fill in the blank).

EXHIBIT J

Additional Services Agreement -

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2019-2020 school year. Items in this list may be subject to separate License Agreements or Service Level Agreements. Prices and availability of services and licenses are subject to revision annually, regardless of the term of this contract. Additionally, agreements between the charter school and the District for services not in this list may be entered into under separate contracts or agreements, as needed.

District Technology Services

Required Services Pursuant to Section 10.4

FY20

Infinite Campus and Alpine Achievement	Oct 1 Student Count	Cost Per Student	Total Cost
Infinite Campus License	841	$ 10.50	$ 8,830.50
IC & Alpine Enterprise Enterprise Personnel Costs		18.59	15,634.19
Alpine Achievement License		7.65	6,433.65
Server Licenses (VM & Microsoft)		0.29	243.89
Shoutpoint (E-rate discount applied)		1.14	958.74
Total			$ 32,100.97

Active Directory Authentication Services (AD)	Number of AD Accounts	Cost per Account	Total Cost
Licenses for staff requiring access to Infinite Campus	105	$ 18.80	$ 1,974.00
Total			$ 1,974.00

Optional Services

Citrix Fees	Num of Citrix Accounts	Cost Per Account	Total Cost
EMC Storage	0	$ 10.50	$ -
Citrix Server		18.59	-
Citrix License		7.65	-
Microsoft License (part of Citrix image)		35.31	-
Total			$ -

Destiny Media Manager (Library Curriuculum)	Accounts	Cost per Account	Total Cost
Site License Fee	1	$ 550.00	$ 550.00
Annual Maintenance Fee	1	150.00	$ 150.00
Total			$ 700.00

Active Directory Authentication Services (AD) (TPCA	Number of AD Accounts	Cost per Account	Total Cost
Additional Staff License (Not on Line 19)	0	$ 18.80	$ -
Total			$ -

Virtual Private Network (VPN) (TCPA Only)	Number of VPN Accounts	Cost per Account	Total Cost
License	0	$ 50.68	$ -
Total			$ -

Recurring VOIP Costs (TPCA Only)	Recurring VOIP Accounts	Cost Per Account	Total Cost
License	0	$ 52.69	$ -
Total			$ -

New VOIP Costs (TPCA Only)	New VOIP Accounts	Cost Per Account	Total Cost
License	0	$ 542.29	$ -

Total			$ -
ISP/Webfilter (TPCA Only)	**Oct 1 Student Count**	**Cost Per Student**	**Total Cost**
ISP/Webfilter	0	$ 8.69	$ -
Total			$ -
Wide Area Network (TPCA Only)	**WAN Use (1 or 0)**	**Annual Cost**	**Total Cost**
Wide Area Network (E-rate discount applied)	0	$ 5,977.24	$ -
Total			$ -

Human Resources

AESOP	**AESOP Use (1 or 0)**	**Annual Cost**	**Total Cost**
AESOP License (may not be available)	1	$ 1,500.00	$ 1,500.00
Total			$ 1,500.00

Warehouse

Delivery Service	**Delivery Service (1 or 0)**	**Annual Cost**	**Total Cost**
Delivery Service	1	$ 3,000.00	$ 3,000.00
Total			$ 3,000.00

Total Exhibit H Service/License Costs: $ 39,274.97

Our school chooses the ELPA services below in lieu of receiving ELPA funding directly. Yes__X___ No_____

Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. Yes__X___ No_____

Other Items on Ad Hoc Basis (to be billed monthly)

Note: This is not an all-inclusive list. There may be other items that the charter school contracts with the District.

Substitute Teacher Jobs (Salary, PERA, Medicare)

Workers Compensation Insurance Surcharge per Substitute Teacher Day ($3.00 for full day sub/ $1.50 for half-day sub)

Unemployment Charges

Transportation Reimbursement (Field Trips)

Warehouse Orders

"100 Mile Club" Reimbursement

Student Services:

- Hearing and Vision Screenings for Schools under 400 Students: $300 for initial screening; $105 for rechecks
- Hearing and Vision Screenings for Schools over 400 Students: $600 for initial screening; $210 for rechecks
- Truancy Filings ($55/hour)

State Categorical Aid:

- **100% of GT money is passed through the charter schools.**
- Gifted & Talented Services (Screenings, Consultation and Trainings) Will be provided at actual District cost of $50 per hour.
- **ELPA Services - The following services will be provided at no charge in lieu of ELPA funding or may be purchased directly:**
  - Summer School ($450/student)
  - ACCESS Data Parent Comm/Reports/Disaggregated Data ($10/student)
  - ACCESS Training
  - Consulting on "As Needed" Basis ($50/hour)
  - Consulting Support Services ($50/hour)
  - ESL Teacher Training 4 Meetings ($350/teacher)
  - Newsletter ($2/Student)
  - Other Non-ESL Literacy Support: Seminars, READ ACT, Compliance, Testing and Literacy ($425/Teacher)

- Parent Meetings ($10/student)				
- WAPT - Screening, Input, Electronic Filing, Communication, etc. ($25/student)				
Federal Categorical Aid:				
- Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.				
- Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:				
- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs				
- MTSS/PBIS Support				
- Classroom Management				
- Partners in Education (PIE) Master's Program Coaching				
- New Teacher Induction/What I Didn't Learn in College				
- New Administrator Induction				
- Teacher Mentor Training				

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Imagine Charter School at Firestone Contract Renewal

RECOMMENDATION

That the Board of Education approve the 2019-2022 contract with Imagine Charter School at Firestone.

BACKGROUND

The District negotiated a standardized three-year contract document with the charter schools in 2016. This year, the charter schools negotiated together to refine and update this standardized document. The three-year term remains, but the contract now contains two optional one-year renewals.

Imagine's contract specifies that they have a public preschool, and they will purchase services from the District in lieu of receiving some federal and state grant funds directly.

All charter school contracts were discussed at the June 12, 2019 Board Meeting, and are presented individually this evening for approval.

CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
IMAGINE CHARTER SCHOOL AT FIRESTONE

TABLE OF CONTENTS

Section	Caption	Page
	RECITALS	4
1.	DEFINITIONS	4
2.	ESTABLISHMENT OF SCHOOL	
2.1	Term	6
2.2	Charter school legal status	6
3.	DISTRICT-SCHOOL RELATIONSHIP	
3.1	District responsibilities and rights	7
3.2	School responsibilities and rights	8
3.3	Procedures for contract amendments	11
3.4	District-School dispute resolution procedures	12
3.5	Other remedies	13
3.6	District violations of charter school law or contract	14
4.	SCHOOL GOVERNANCE	
4.1	Governance	15
4.2	Corporate purpose	15
4.3	Transparency	15
4.4	Complaints	15
4.5	Contracting for core educational services	15
5.	OPERATION OF SCHOOL AND WAIVERS	
5.1	Operational powers	16
5.2	Transportation	16
5.3	Food services	16
5.4	Insurance	16
5.5	Waivers	17
6.	SCHOOL ENROLLMENT AND DEMOGRAPHICS	
6.1	School grade levels	19
6.2	Student demographics	19
6.3	Eligibility for enrollment	19
6.4	Enrollment preferences, selection method, timeline and procedures	19
6.5	Admission procedures	19

6.6	Participation in other District programs	21
6.7	Non-resident admissions	21
6.8	Student movement after October 1	21
6.9	Expulsion and denial of admission	21
6.10	Continuing enrollment	22
7.	EDUCATIONAL PROGRAM	
7.1	Vision and mission	23
7.2	Unified Improvement Plan	23
7.3	District Accreditation Indicators	23
7.4	Educational program characteristics	23
7.5	Online program	23
7.6	Curriculum, instructional program and pupil performance standards	23
7.7	English language learners	23
7.8	Education of students with disabilities	24
7.9	Education of students with 504 Plans	26
8.	FINANCIAL MATTERS	
8.1	Revenues	27
8.2	Disbursement of per pupil revenue	28
8.3	Adjustments to funding	29
8.4	Budget	29
8.5	Enrollment projections	29
8.6	TABOR reserve	30
8.7	Non-appropriation of funds	30
8.8	Contracting	30
8.9	Annual audit	30
8.10	Quarterly reporting	31
8.11	Non-commingling	31
8.12	Encumbrances and borrowing	31
8.13	Accounting system	31
8.14	Building corporation	31
9.	PERSONNEL	
9.1	Employee status	32
9.2	District teachers	32
10.	SERVICE CONTRACTS WITH DISTRICT	
10.1	Direct costs	33
10.2	District services	33
10.3	Special education services	33
10.4	Student information data processing system	33
10.5	Substitute Scheduling System	33
10.6	Personnel services	34
10.7	Additional services	34

11.	FACILITIES	
11.1	Location	35
11.2	Use of District facilities	35
11.3	Impracticability of use	35
11.4	Long-range facility needs	35
12.	CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE	
12.1	Renewal	36
12.2	Termination and appeal	36
12.3	School-initiated closure	36
12.4	Dissolution	37
12.5	Return of property	37
13.	GENERAL PROVISIONS	
13.1	Order of precedence	38
13.2	Amendments	38
13.3	Merger	38
13.4	Non-assignment	38
13.5	Governing law and enforceability	38
13.6	No third-party beneficiary	38
13.7	No waiver	38
13.8	Notice	38
13.9	Severability	39
SIGNATURE PAGE		40
EXHIBIT A	WAIVERS FROM STATE LAW AND/OR REGULATIONS	41
EXHIBIT B	DISTRICT POLICY EXEMPTIONS/WAIVERS	42
EXHIBIT C	OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION	47
EXHIBIT D	ENROLLMENT PROCEDURES	48
EXHIBIT E	UNIFIED IMPROVEMENT PLAN	49
EXHIBIT F	DISTRICT ACCREDITATION INDICATORS	50
EXHIBIT G	EDUCATIONAL PROGRAM CHARACTERISTICS	51
EXHIBIT H	PLAN FOR ENGLISH LANGUAGE LEARNERS	52
EXHIBIT I	DUE PROCESS GUIDELINES AND CHECKLIST	53
EXHIBIT J	ADDITIONAL SERVICES AGREEMENT	55

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 26, 2019 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district, hereafter referred to as the "District" and **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 a renewal charter application for School as a District charter school through June 30, 2032, 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 Charter School Name.

Charter Board shall mean the Charter School Name. Board of Directors.

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

Administrator shall mean the principal/executive director of the School.

Application shall mean the School's application for a charter school, dated August 22, 2007.

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

CDE shall mean the Colorado State Department 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 8, 2016.

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

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

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, 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.

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.

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.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

2. ESTABLISHMENT OF SCHOOL

2.1 Term. This Contract is effective as of July 1, 2019 for a three-year period, terminating on June 30, 2022. The District may extend the Contract for two (2) separate one (1) year terms. The District shall provide the School with written notice no less than one-hundred fifty (150) days prior to June 30, 2022 in order to exercise the first one (1) year term extension and with written notice no less than one-hundred fifty (150) days prior to June 30, 2023 in order to exercise the second one (1) year term extension. Except as herein contained or otherwise agreed pursuant to Section 13.2 (Page 38), all other terms and conditions of the Contract shall remain the same under the one (1) year extension(s).

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 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 non-profit. 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 (Page 17) 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.

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 that 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 (10) 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 3.2.5.a (Page 10)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 (Page 23).

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 (Page 33), 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. 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 (3) 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. Any time there is knowledge of an incident involving an employee or student that may generate significant negative press or public notoriety to the school or school district.
7. A change in the administrative leader of the School.

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 or indictment 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 (60) 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 CDE as set forth in 1 CCR 301-37, §15.00.
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 Safety. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August to the District

Security Manager, who will be responsible for communicating the information to local responders.

3.2.4 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 (Page 17). 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.

3.2.5 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 (10) Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 (Page 12) 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 (10) business days or such other time as the parties may agree to cure such breach.

b. Required financial reports (in Excel format, unless otherwise noted)

    1. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    2. Annually, as specified:
        i. Calendar year-end trial balance – February 1
        ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        iii. Projected enrollment – Preliminary by Feb 1, adjusted by March 15
        iv. Proposed Budget – April 15
        v. Charter Board adopted budget – June 30
        vi. Draft of annual audit with Trial Balance – September 1 or as reasonably scheduled by District auditors
        vii. Verification of prior year charter approved special education expenditures – September 15

viii. Final annual audit with Trial Balance – October 1 or as scheduled by District auditors

ix. 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.

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 and January 31.

i. The District HR department will retain information on School personnel provided on the completed CDE Employee Data Collection Form.

ii. 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 CDE or other Federal or State governmental authorities.

iii. The School will communicate with the District regarding employees requiring SVVSD accounts (to include Active Directory and Infinite Campus; does *not* include email except where noted in Exhibit J), and within 48 hours of employee termination in order to ensure those accounts are disabled in a timely manner.

3.2.6 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 (60) 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.

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 (3) 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 ten (10) calendar days after the close of the hearing. Such report will contain findings provided that the arbitrator is not authorized to modify, add to or subtract from this agreement. The arbitrator will issue a brief, confidential statement of findings and a recommendation to the parties. The Board of Education may act to accept or reject such recommendation at the next regularly scheduled meeting occurring at least two weeks after receipt of the arbitrator's recommendation and, at that time, will release the arbitrator's findings within the meaning of C.R.S. 22-30.5-107.5(3)(b).

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 (Page 36). 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 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.

a. 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 3.2.5 (Page 10) by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4 (Page 29).

b. 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, C.R.S. 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.

c. 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 3.4.b (Page 12). 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.

d. 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.

e. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in Section 8 (Pages 27-31) or deficiencies related to financial reporting requirements outlined in section 3.2.5.b (Page 10) occurs, the District may, upon Board action, require the school to:
   1. 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
   2. 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 (Page 12).

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 (Page 6) 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, 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.

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 which will not be unreasonably delayed or denied); 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 insurance (including owned, hired and non-owned vehicles). The School will also purchase a bond or crime insurance and property insurance that covers 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

(10) Days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.
In consideration of the possibility of a data breach of protected information and/or the introduction of malicious code, and due to the Charter contracting with the District to use certain shared platforms that contain protected information, responsibility for the breach of information shall be governed as follows. For a covered cause of loss, District liability coverage may extend if the Charter is affected by a claim or loss resulting from the District's failure to properly handle, manage, store, destroy, or otherwise control Personally Identifiable Information, educational information, financial information, or other forms of protected information, subject to policy terms, conditions, and exclusions. if the breach is caused by a system the District contracts for that the charters use, the District insurance is primary.

If the cause of loss is determined to result from a third party vendor or contractor contracted by the Charter, or a breach stemming from the Charter, or Charter users of the platform, coverage would be the responsibility of the Charter's liability carrier. The charter agrees to indemnify the District against any claims or causes of loss that arise from any successful or attempted breach of data at the level of the Charter or the Charter's users.

5.5 Waivers.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

   Waivers are not required, but may be granted or requested for purposes of clarity, when a statute or policy by its express terms does not apply to charter schools. The District will reasonably cooperate with the School in granting waivers of policy or applying for waivers of statute when such waivers are necessary or appropriate to enable the School to serve the best interests of students and fulfill its mission.

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

b. 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.

c. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty

(30) 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 (30) 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.

d. 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.

e. A list of all state waivers is included as **EXHIBIT A**. A list of all District policy waivers is included as **EXHIBIT B.**

6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through grade eight, including other ancillary activities.

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 C**, 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 D**.

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

a. Following the application deadline and upon completing the lottery, if appropriate, the School shall request that the student/District provide the most recent Individualized Education Program ("IEP") IEP or Section 504 Plan, if any.

b. When an applicant has an existing IEP Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District Special Education representative shall review the IEP Plan, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the services 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 Special Education representative will convene a complete IEP Plan team to make the final determination. If the determination by the full team is that the IEP Plan cannot be fully implemented at the School and therefore a Free Appropriate Public Education (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 Plan Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Special Education, along with parents, will participate in the IEP Plan Team meeting at the School.

c. Admission of applicants with an IEP Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the IEP Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP Plan team review meeting is held and the Plan 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 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

d. When an applicant has an existing Section 504 Plan, prior to the decision to deny admission, a Review Team consisting of the School Principal or designee, the School 504 Coordinator, and the executive director of Student Services shall review the Section 504 Plan. If deemed appropriate, the Review Team will confer with staff at the student's previous school to determine whether the services 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 executive director of Student Services will convene a Section 504 Plan team to make the final determination. The 504 Plan Team shall consist of the principal or designee of the charter school, parents of the student, the area assistant superintendent(s) of schools, the executive director of Student Services and any other participants as required by federal law. If the determination by the 504 team is that the Section 504 Plan cannot be fully implemented at the School, the student's application for admission will be denied and the student's current placement will be determined by the 504 Plan Team. If the 504 Plan Team cannot reach consensus, then the student's placement will be determined by the area assistant superintendent(s) of the sending and receiving schools.

e. Admission of applicants with a Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with a Section 504 Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full Section 504 Plan team review meeting is held and the Plan

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 Section 504 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

f. 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.

6.6 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.

6.7 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 reside outside the District. Once accepted for enrollment, a non-District resident student may re-enroll 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. The Charter Board, however, 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, in conformance with state statutes and the District's policies 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., to conduct a due process hearing. To ensure a fair process, the Charter Board must provide notice of the contemplated action to the student and parents/guardians. The Board must also prepare an evidence notebook regarding the grounds for expulsion including, without limitation, student data, witness statements, photographs, copies of school rules/regulations, and other evidence. The evidence must be presented to a designated hearing officer at the hearing to render findings of fact and

recommendations in accordance with relevant state and federal laws and the District's policies regarding expulsion and denial of admission. Following a hearing, the Charter Board's designated hearing officer shall issue its confidential written recommendation and convey the same, together with the evidence notebook described above and a copy of the taped proceedings, to the District no later than two (2) school days after the hearing. The District's Superintendent or designee shall review the hearing officer's recommendation and the file and determine whether the School's removal was warranted and in compliance with federal and state laws and the School's policies. The Superintendent or designee will issue a written decision, which shall be final as to the removal of the student from enrollment in the School. The approval to remove a student from the school shall not be unreasonably withheld.

The District's Superintendent or designee shall additionally determine whether the grounds for removal from the School also constitutes grounds for possible expulsion from all schools within the District, and the District may proceed with an expulsion hearing pursuant to the District's policies and regulations.

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.

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 E**.

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 F**. 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 G**, subject to modification with the District's written approval.

7.5 Online 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 CMAS tests as required by the State, subject to the statutory right of parents to opt out of the test. The School will not impose consequences on students or parents that have the effect of encouraging or discouraging students or parents from opting out. The School may recommend or reasonably advocate that parents not opt out. 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 H**. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.

7.8 Education of students with disabilities.

a. 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.

b. The District will provide all special education support services to students at the School, except that the School will hire its own special education teacher(s) and paraprofessionals subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education. 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. The school may hire itinerant staff with District approval, subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education.

c. The cost for special education services is described in Section 10.3 (Page 33). 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), CDE's Federal Complaints Officer, or Individuals with Disabilities Education Act (IDEA) due process proceedings. In the case that findings from the complaint indicate gross negligence of school staff, the School shall have the responsibility for paying for all fees and expenses, including attorneys' fees, expert costs, settlements and judgments, incurred and related to the School's special education students. 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 Review Team, it will be the responsibility of the District.

d. 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. In the case where The School Administrator and

the Director of Special Education disagree about interpretation or application of statute or regulation with regard to a matter at The School, The School may express any legal concerns to counsel for the District prior to a final decision being communicated by the Executive Director of Special Education with regard to said matter.

e. 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 Special Education, 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.

f. 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 during the school year, following their employment, and be supported by a mentor selected by the Special Education Department throughout the first year of employment.

g. 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.

h. 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.

i. If a student needs support outside of the school day to participate in a school-related activity, the support must be pre-approved by the Special Education Executive Director. If the need is determined and approved by the Special Education Executive Director, the school shall have responsibility for hiring and paying for the support and the cost shall be included in the cost model outlined in Section 10.3 (Page 33).

a. 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.

b. 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.

c. Gifted and Talented services will follow state approved pathways for identification and the provision of services.

7.9 Education of students with 504 Plans. 504 Plans are developed by the School. The School must have a designated 504 Plan coordinator. The District will provide training and consultation to the School 504 Plan coordinator.

8. FINANCIAL MATTERS

8.1 Revenues

1. District Per Pupil Revenue (PPR) 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 PPR 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 funds) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds by the District. 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. In lieu of funds, the School may receive federally funded goods or services from the District. Specific goods and services would be negotiated and documented in **EXHIBIT J**.

3. State categorical aid. On or before January 25 of each year, the District will provide to the School the School's proportionate share of applicable state categorical aid received by the District for which the School is eligible (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 and capital construction funds). Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required. In lieu of funds, the School may receive categorically funded goods or services from the District. Specific goods and services would be negotiated and documented in Exhibit J. Special Education costs and reimbursements will be addressed as stated in Section 10.3 (Page 33).

4. Mill Levy Override Funds. The Parties acknowledge that the General Assembly adopted HB 17-1375, effective June 2, 2017, codified in Section 22-32-108.5,

C.R.S. (2017), concerning the distribution of Additional Mill Levy Revenue to charter schools. The District has adopted a plan under the Revenue Sharing Bill ("HB 17-1375 Plan"). Subject to the paragraph below, the St. Vrain Valley School District HB 17-1375 Plan will provide that, for the current fiscal year, the District will allocate ninety-five percent (95%) of the total 2008 and 2012 Mill Levy Override revenue to the School, divided by the certified District-wide Funded Pupil Count, multiplied by the School's certified Funded Pupil Count for the current fiscal year. The amount allocated may be prorated in the event that the charter school ceases operation part-way through the year. This plan will commence in FY 2019-20 and continue thereafter unless amended by the District's Board following any periodic review of the plan.

Notwithstanding anything to the contrary contained above, in the event any portion of HB-1375 is found to be illegal, invalid, or unenforceable for any reason, the Parties agree that the H.B. 17-1375 Plan and the allocations above may be rescinded or revised by the District Board and that the Parties will reopen negotiations concerning amending this Contract for the remainder of the term. The District's Board of Education reserves the right to contract with or financially support any charter school on an ad-hoc, individual, and discretionary basis in order to benefit St. Vrain students and further the mission and vision of the District. Any such contracts or support shall not be deemed to modify the established HB 17-1375 Plan.

5. Bond Issues. The District will allow for representation by the charter schools on any committee established by the District to assess and prioritize the District's capital construction needs. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time, but no later than June 1 of the applicable election year.

6. Annual accounting. As required by state statute, the District shall provide a final accounting of costs to the School by September 30 of each year. Any imbalance of funds shall be corrected by October 31. The District will use the School's year-end financial information to establish the special education (or other agreed to categorical) expenditures to be included in the annual accounting reconciliation. The School must verify its special education (or other agreed to categorical) expenditures prior to September 15 of each year in order for the District to meet the State Statute deadlines.

8.2 Disbursement of Per Pupil Revenue (PPR). Commencing on or around July 25th, but not to exceed the last business day of the month of the contract term, District PPR funding, as described in Section 8.1 (Page 27) 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 (Page 29). 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 (Page 29).

8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: On or around December 26, but not to exceed the last business day of the month, 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 or around December 25 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 payment, so that funding is equal to the PPR provided for in this Contract, will be made no later than the on or around June 25 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 of each year, 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 of each year, 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 (Page 13).

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 having a per event or annual value greater than $5,000.00 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 generally accepted accounting standards and governmental accounting pronouncements performed by a certified public accountant each fiscal year. The audit shall comply with the CDE's Financial Policies and Procedures Handbook, Data Pipeline requirements, etc. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in Section 3.2.5.c (Page 11) of this contract. A failure by the District to provide required information to the School by its deadline shall reopen negotiations on the School's audit deadlines, provided that no delay in the timeline shall exceed the number of days that the District was late. 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.e (Page 14).

8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(1)(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 each month. The format of the reports must be 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 CDE. 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 must use the financial reporting method for the building corporation required by the District.

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.

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 nursing services, and 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 signed by 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 Special Education. 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 security and 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 J**).

10.5 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's Substitute Scheduling System. The School 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 J**). The School will agree to pay the substitute rates as set annually in **EXHIBIT J**. Such rates will include a flat rate to cover worker's compensation costs.

10.6 Personnel services. 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.

10.7 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 J**. 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 J** must be negotiated under a separate services agreement.

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 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 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.

12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. Timeline and process. The School will submit its renewal application by 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 school year before the School's Charter expires. If the Board of Education decides not to renew the Charter, it will detail the reasons in its resolution.

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 District Charter Schools (Procedures for Establishment, Review, Renewal, Revocation and Closure).

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, Page 12) 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 PPR funding as described in Section 8.1 (Page 27) will be reduced by adjusting from the date of conclusion of services to the end of the school year.

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.

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.

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 (Page 12) 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 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 (3) 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.

IN WITNESS WHEREOF, the parties have executed this Contract by June 26, 2019.

IMAGINE CHARTER SCHOOL AT FIRESTONE
5753 TWILIGHT AVENUE
FIRESTONE, CO 80504

By _____
Sue Von Lintel, President
Board of Directors

ATTEST:

_____
Elisha McWilliams, Secretary

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

By _____
Joie Siegrist, President
Board of Education

ATTEST:

_____
John Ahrens, Secretary
Board of Education

EXHIBIT A

WAIVERS

Waivers from Colorado Revised Statues and/or Rules/Regulations

Automatic Waiver List as of 6/2/2017

State Statute Citation	Description
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4), C.R.S.	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S	School Year-National Holidays

COLORADO
Department of Education
Innovation, Choice and Engagement Division

Charter School Waiver Request Addendum

Use the addendum template below to list the non-automatic waiver(s) from statute and rule and the related replacement plans that the charter school is requesting.

Contact Information
School Name: Imagine Charter School at Firestone
School Address (mailing): 5753 Twilight Ave., Firestone, CO 80504
Charter School Waiver Contact Name: Nancy Box
Charter School Waiver Contact's Phone Number: 303.550.2440
Charter School Waiver Contact's Email: nancy.box@imagineschools.org

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title § 22-32-109(1)(b), C.R.S. related to competitive bidding
Rationale: The school requests sole discretion in all competitive bidding policies in order to ensure that we are able to acquire the goods and services that best meet the needs of our students in the most efficient manner possible.
Replacement Plan: The Board of Directors of Imagine Charter School at Firestone develops and implements their own financial policies, rules and regulations, including those for the competitive bidding process. The Board adopted a policy April 7, 2008, currently numbered Policy 9.5 Purchasing Authority. As part of policy review, the Board will continue to ensure that this and other financial policies include all facets of this statute.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with St. Vrain Valley School District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waivers will have no financial impact on St. Vrain Valley School District or Imagine Charter School at Firestone.
How the Impact of the Waivers Will be Evaluated: Imagine Charter School at Firestone anticipates that the requested waiver will be measured by the performance of Imagine Charter School at Firestone and its staff, as per the charter school agreement.
Expected Outcome: As a result of this waiver, Imagine Charter School at Firestone will be able to purchase goods and service that meet the needs of our staff and students and support our operational needs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title § 22-32-110(1)(y), C.R.S. related to accepting gifts, donations, and grants
Rationale: In order to ensure that Imagine Charter School at Firestone is able to operate critical aspects of its model outside of its core program, the Academy engages in fund development efforts. Funds are raised from a wide range of activities and individuals/corporations/possible foundations. In addition, Imagine Charter School at Firestone may receive gifts, which can be used to further support the program. It is the responsibility of Imagine Charter School at Firestone to engage in responsible fundraising efforts and to receive and execute gifts, donations and/or grants in alignment with the donors' wishes and along with all local, state and federal laws. In cases of unrestricted use giving, Imagine Charter School at Firestone leadership, with the support of the school Board of Directors and Economic Sustainability (Finance) Committee, and/or School Accountability Committee determines the most effective use of the funds.
Replacement Plan: The Board adopted a policy May 3, 2010 currently numbered Policy 11.6 Public Gifts or Donations tied to the accepting of gifts, donation, and grants. This policy will be reviewed to ensure that it covers all forms of donations as well as grants.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with St. Vrain Valley School District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact on St. Vrain Valley School District and will have no negative financial impact on Imagine Charter School at Firestone.
How the Impact of the Waivers Will be Evaluated: Imagine Charter School at Firestone anticipates that the requested waiver will be measured by the performance of Imagine Charter School at Firestone and its staff, as per the charter school agreement.
Expected Outcome: As a result of the waiver, Imagine Charter School at Firestone will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter school agreement.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title § 22-63-201, C.R.S. related to teacher licensure
Rationale: Imagine Charter School at Firestone requests the ability to hire qualified teachers who do not hold a Colorado license in order to retain flexibility and the ability to hire the best teachers for our programs.
Replacement Plan: Imagine Charter School at Firestone expects teachers to meet one of the four ESSA criteria for in-field status (36 credit hours in-field, bachelor degree in-field, a passed assessment in-field, or a subject area endorsement on a Colorado teaching license.) Should Imagine Charter School at Firestone desire to hire a teacher with out-of-field status, we will require the teacher to gain in-field status within one-year of the hire and will limit the percentage of out-of-field status teachers to no more than 10% of the total number of teachers at any given time.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with St. Vrain Valley School District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact on St. Vrain Valley School District and will have no negative financial impact on Imagine Charter School at Firestone.
How the Impact of the Waivers Will be Evaluated: Imagine Charter School at Firestone anticipates that the requested waiver will be measured by the performance of Imagine Charter School at Firestone and its staff, as per the charter school agreement.
Expected Outcome: As a result of the waiver, Imagine Charter School at Firestone will be able to carry out its educational program and accomplish its mission as set forth in the charter school agreement.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title § C.R.S. 22-7-1014(2)(a) requiring the administration of the school readiness assessment to each student
Rationale: Imagine Charter School should have the authority to implement relevant curriculum and assessments that ensure students success in higher learning. The domains of physical well-being, motor development, social-emotional development, language and comprehension development; and cognition and general knowledge are assessed daily due to the present curriculum and assessments. Support is readily available through numerous avenues throughout the program.
Replacement Plan: Imagine Charter School has both a full day Kindergarten program and a half day kindergarten program utilizing the Core Knowledge curriculum in addition to the Common Core/State Standards. 1. Physical well-being and motor development: • Full day students participate every 4 days in a structured physical education class meeting or exceeding state standards. Students are assessed on motor-development skills acquired throughout the year. In addition, both full day and half day students participate in 1 (half day) or 2 (Full day) recesses daily, MeMoves, and GoNoodle activities that further encourage gross motor development. • Full day students participate every 4 days in Art education outside of the classroom and full day and half day students participate daily in art education meeting or exceeding state standards. Development of fine motor skills is achieved through of drawing, painting and make objects. Students are assessed on fine motor skills acquired throughout the year. • Full day students participate every 4 days in music education outside of the classroom and full day and half day students participate in music education daily in the classroom meeting or exceeding state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout the year • Full day students participate every 4 days in tech classes learning keyboarding and how to manipulate the various functions of the computer. Both full day and half day students participate in computer skills education in the classroom each quarter. Students are assessed throughout the year. • Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development. 2. Social-emotional development (based on State Standards) • Students are instructed in the Core Virtues and Boys Town Social Skills models. This includes classroom, assembly, recess and hallway expectations as well as manners and conflict resolution protocols. Students are recognized for demonstrating positive and appropriate behavior. • Various classroom positive behavior techniques are implemented. These include positive affirmations, positive behavior referrals, individual behavior charts, and whole class rewards. This is to strengthen self-regulation and executive-function that help them pay attention, remember directions and control their behavior. • Students are instructed in Core Virtues every day in the classroom with a new virtue highlighted each month and children receiving awards for demonstrating the virtue. This program helps students develop social-emotional skills such as making friends, managing emotions and solving problems to set them on the path for social success and academic readiness as well as learn how to be part of a community. • Assessment information is gathered by observation protocols by the classroom teacher based on appropriate developmental guidelines and Colorado State Standards. 3. Language and comprehension development (based on State Standards) • Students receive instruction 90 minutes each day using RIGGS and the Innovative Kids reading program. This program works on reading, writing, listening and speaking and builds vocabulary and knowledge. Students master sounds and letters for fluent decoding and encoding to build knowledge, language and vocabulary that are essential for comprehension. Assessments are administered monthly to monitor growth.

• PALS assessment is administered three times per year. Any student who does not make benchmark is progress monitored every two or three weeks to note progress. If the student is far below benchmark on two consecutive administrations the student is placed on a READ plan and given an additional 30 minutes of small group instruction. Additionally, the STAR assessment is administered 4 times per year giving specific areas of strength and areas to work on for each child.

4. Cognition and general knowledge (based on State Standards)

• Students receive 60 minutes of math instruction using Math in Focus. This curriculum is based on the common core/state standards for math. Assessment is given monthly to monitor progress. Students who fall behind are given additional time in small group or 1:1 sessions with the teacher in the area of need.

• Science – Students are instructed on various topics including: Plants and Animals; Animals and Their Needs; Human Body (including taking care of their body with exercise, cleanliness, healthy foods and rest); Introduction to Magnetism; Seasons and Weather; and Taking care of the Earth. Assessment is given regularly to monitor progress.

• History and Geography – Students are instructed on various topics including: Geography – Spatial Sense (working with maps and globe students recognize rivers, lakes, mountains, Atlantic and Pacific Oceans and North and South Pole.); an overview of the seven continents; Native American Peoples, Past and Present; Early Exploration and Settlement (including the voyage of Columbus, the Pilgrims, and Independence Day), Presidents, Past and Present (including Washington. Jefferson, Lincoln, Theodore Roosevelt, and current United States President), and symbols and Figures (including the American Flag, Statue of Liberty, Mount Rushmore and The White House). Assessments are given regularly to monitor progress.

• Assessments information is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards. Any student not making adequate growth in any of the above areas receive Response to Intervention strategies in small groups or 1:1 instruction. RtI plans are developed with the support documentation attached. The information includes results of formal assessments, informal assessments and developmental checklists. This information is housed in Alpine Achievement, which is an internet based achievement data management system. The 'warehouse' function of this program brings together achievement data from many sources, generates student and summary reports and allows for distribution to appropriate RtI personnel.

If students do not respond with adequate growth following this intervention they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist, SPED Teacher; Counselor or Mental Health Therapist for further assessment. These assessment results are held in Alpine.

Methods and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in State Statue 22-7-1014(2)(a).

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with St. Vrain Valley School District.

Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact on St. Vrain Valley School District and will have no negative financial impact on Imagine Charter School at Firestone.

How the Impact of the Waivers Will be Evaluated: Imagine Charter School at Firestone anticipates that the requested waiver will be measured by the performance of Imagine Charter School at Firestone and its staff, as per the charter school agreement.

Expected Outcome: Imagine Charter School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title § C.R.S. SS 22-9-106 Local Board of Education - Duties **and** C.R.S. SS 22-2-112(1)(q)(I) Educator Preparation Program
Rationale: Imagine Charter School at Firestone conducts their own personnel performance evaluations. Therefore, Imagine Charter School at Firestone should not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I).
Replacement Plan: Imagine Charter School at Firestone utilizes its own personnel performance evaluation systems as agreed to in the charter school contract with St. Vrain Valley School District. The evaluation system will continue to meet the intent of the law and comply with the requirements established pursuant to this section and the rules promulgated by the state board and Senate Bill 191. The methods used for the evaluation system include quality standards that are clear and relevant to the administrators' and teacher's roles and responsibilities and have the goal of improving student academic achievement. Imagine Charter School at Firestone will not be required to report their teacher evaluation data; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.
Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.
How the Impact of the Waivers will be Evaluated: The impact of the waiver will be evaluated based on student achievement results and the attainment of teacher quality standards.
Expected Outcome: As a result of this waiver, Imagine Charter School at Firestone will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title § 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. C.R.S. SS 22-32-109 (1)(n) (II)(B) Adopt District Calendar
Rationale: Imagine Charter School at Firestone conducts their own personnel performance evaluations. Therefore, Imagine Charter School at Firestone should not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I).
Replacement Plan: The final calendar and school day of Imagine Charter School at Firestone will be approved each year by the Governing Board.
Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.
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 Charter School at Firestone will be able to operate with its own school year calendar and under its own schedule, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title § 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 Charter School at Firestone will operate its own kindergarten program in accordance with the approved Application and the Contract. Imagine Charter School at Firestone 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 Charter School at Firestone will provide its own curriculum for kindergarten students as part of its design.
Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.
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 Charter School at Firestone 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.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title § C.R.S. SS 22-32-120 A Board of Education may establish, maintain, equip and operate a food service facility.
Rationale: Imagine Charter School at Firestone is requesting the authority to provide food service independently from other schools in the District.
Replacement Plan: The Board at Imagine Charter School at Firestone, 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 Charter School at Firestone requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.
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 Charter School at Firestone will be able to address food service that best meet the needs of the students as well as the facilities limitations.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title § 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
Rationale: Imagine Charter School at Firestone 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 Charter School at Firestone should not be required to give non-probationary status and probationary periods to its teachers. Imagine Charter School at Firestone 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 Charter School at Firestone.
Replacement Plan: The contract between Imagine Charter School at Firestone and the St. Vrain Valley School District requires staff to be employed on a year-to-year basis as "at-will" employees.
Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone
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 Charter School at Firestone including its financial reporting arrangements, as set forth in the approved application and the contract.
Expected Outcome: Imagine Charter School at Firestone 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 Charter School at Firestone.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title § C.R.S. SS 22-63-206 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 St. Vrain Valley School District to make transfers with/or for Imagine Charter School at Firestone.
Replacement Plan: Imagine Charter School at Firestone will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified. St. Vrain Valley School District administrators will not assign administrators or teachers to Imagine Charter School at Firestone without said teacher/administrators voluntarily proceeding through the application and employment process of Imagine Charter School at Firestone.
Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.
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 Charter School at Firestone including its financial reporting arrangements, as set forth in the approved application and the contract.
Expected Outcome: Imagine Charter School at Firestone 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 Charter School at Firestone will provide the opportunity for teachers to transfer back into the District if they so choose.
Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title § C.R.S. SS 22-9-106 Local Board of Education - Duties C.R.S. SS 22-2-112(1)(q)(I) Educator Preparation Program Reporting C.R.S. SS 22-63-206 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 St. Vrain Valley School District to make transfers with/or for Imagine Charter School at Firestone.
Replacement Plan: Imagine Charter School at Firestone will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified. St. Vrain Valley School District administrators will not assign administrators or teachers to Imagine Charter School at Firestone without said teacher/administrators voluntarily proceeding through the application and employment process of Imagine Charter School at Firestone.
Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.
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 Charter School at Firestone including its financial reporting arrangements, as set forth in the approved application and the contract.
Expected Outcome: Imagine Charter School at Firestone 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 Charter School at Firestone will provide the opportunity for teachers to transfer back into the District if they so choose.

EXHIBIT B

DISTRICT POLICY EXEMPTIONS/WAIVERS

Exemptions Requested from SVVSD Policies
The following automatic exemptions are granted for the duration of this Contract beginning July 1, 2019 and through June 30, 2022.

EBCE	School Closings and Cancellations
EEA	Student Transportation
EEAA	Walkers and Riders
EEAC	Bus Scheduling and Routing
EEAE	Bus Safety Program
EEAEA	School Transportation Vehicle Operator Requirements and Training
EEAEAA*	Drug and Alcohol Testing for CDL Drivers
EEAEAA*-R	Drug and Alcohol Testing for CDL Drivers – Regulation
EEAEF*	Video Cameras on Transportation Vehicles
EEAEG*	Use of Wireless Communication Devices by School Transportation Vehicle Operators
EF	School Nutrition Program
FA	Facilities Development Goals/Priority Objectives
FA-R	Facilities Development Goals/Priority Objectives – Regulation
FB	Facilities Planning
FB-R	Long-Range Facilities Planning Committee – Regulation
FBC*	Prioritization of Facility Improvements
FC	School Capacity Mitigation
FD	Facilities Funding
FDA	Bond Campaigns
FDB	Voluntary Capital Mitigation
FDB-R	Voluntary Capital Mitigation – Regulation
FEA	Educational Specifications for Construction
FEB	Architect/Engineer/Project Manager/Construction Manager
FEB-R	Architect/Engineer/Project Manager/Construction Manager – Regulation
FEE	Site Acquisition
FEE-R	Site Acquisition – Regulation
FF	Naming of Facilities
FFA	Dedications, Memorials and Recognitions
GBEBA	Staff Dress Code
GBEBC	Staff Gifts to and Solicitations by Staff
GBGAB	First Aid Training
GBGB	Staff Personal Security and Safety

GBGC	Staff Benefits
GBGD	Workers' Compensation
GBGF	Federally-Mandated Family and Medical Leave
GBGF-R	Federally-Mandated Family and Medical Leave – Regulation
GBGI	Staff Military Leave
GBGK	Staff Legal/Civic Duty Leave
GBJ	Personnel Records and Files
GBK	Staff Concerns/Complaints/Grievances
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules
GCE/GCF	Professional Staff Recruiting/Hiring
GCE/GCF-R	Professional Staff Recruiting/Hiring – Regulation
GCFA*	Hiring of Instructional Staff/Portability of Non-Probationary Staff
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff
GCI	Professional Staff Development
GCKAA*	Teacher Displacement
GCO	Evaluation of Licensed Personnel
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff
GCQE*	Evaluation of Evaluators
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal)
GCS	Professional Research and Publishing
GDA	Support Staff Positions
GDBA	Support Staff Compensation
GDE/GDF	Support Staff Recruiting/Hiring
GDE/GDF-R	Support Staff Recruiting/Hiring – Regulation
GDG	Part-Time and Substitute Support Staff Employment
GDO	Evaluation of Support Staff
GDQB	Resignation of Support Staff
GDQD	Discipline, Suspension and Dismissal of Support Staff
HA	Negotiations Goals/Priority Objectives
HH	Negotiating Organization (Instructional Staff)
IC/ICA	School Year/School Calendar/Instruction Time
IFC	Multiculturalism
IG	Curriculum Development
IHAI	Career and Technical Education
IHAM	Health and Family Life/Sex Education
IHAM-R	Health Education – Regulation
IHAMA	Teaching about Drugs, Alcohol and Tobacco
IHBA	Special Education Programs for Students with Disabilities
IHBB	Gifted Education
IHBD	Equivalence of Services (Title I)
IHBEA	English Language Learners
IHBF	Homebound Instruction
IHBG	Home Schooling

IHBIB	Primary/Preprimary Education
IHBK	Preparation for Postsecondary and Workforce Success
IHBK-R	Preparation for Postsecondary and Workforce Success (Implementation Plan for Student Individual Career and Academic Plans regulation
IHCDA	Concurrent Enrollment
IJ	Instructional Resources and Materials
IJK	Supplementary Materials Selection and Adoption
IJNDAB*	Instruction through Online Programs
IJOA	Field Trips
IJOA-R	Field Trips – Regulation
IJOA-E	Field Trip/Activity Permission Form – Exhibit
IJOC	School Volunteers
IJOC-E	School Volunteer Application – Exhibit
IK	Academic Achievement
IKA	Grading/Assessment Systems
IKA-R	Grading/Assessment Systems (Exemption Procedure and Information to Parents/Guardians) – Regulation
IKE	Ensuring All Students Meet Standards
IKF-R	Graduation Requirements-Physical Education Waiver – Regulation
IKFA	Early Graduation
IKFB	Graduation Exercises
IMB	Teaching about Controversial Issues and Use of Controversial Materials
IMDB	Flag Displays
JC	School Attendance Areas
JC-R	Determination of a Student's School Attendance Area – Regulation
JCAA	School Districting/Redistricting
JCAA-R	School Districting/Redistricting (School Boundary Change Guidelines) – Regulation
JGA	Assignment of New Students to Classes and Grade Levels
JGA-R	Assignment of New Students to Classes and Grade Levels (Students from Home Instruction or Non-accredited Private Schools) – Regulation
JH	Student Absences and Excuses
JH-R	Student Absences and Excuses – Regulation
JHD	Exclusions and Exemptions from School Attendance
JIC	Student Conduct
JICA	Student Dress Code
JICC	Student Conduct in School Vehicles
JICC-R	Student Conduct in School Vehicles – Regulation
JICDA	Code of Conduct
JICDE*	Bullying Prevention and Education
JICEA	School-Related Student Publications (School Publications Code)
JICEA-R	School-Related Student Publications (School Publications Code) – Regulation
JICEC*	Student Petitions and Distribution of Non-Curricular Materials
JICEC*-R	Student Petitions and Distribution of Non-Curricular Materials – Regulation
JICF	Secret Societies/Gang Activity

JICG	Use of Tobacco by Students
JICH	Drug and Alcohol Involvement by Students
JICH-R	Drug and Alcohol Abuse by Students – Regulation
JICI	Weapons in School
JIH	Student Interviews, Interrogations, Searches and Arrests
JIH-R	Student Interviews, Interrogations, Searches and Arrests – Regulation
JIHB	Parking Lot Searches
JII	Student Concerns, Complaints and Grievances
JII-E	Grievance Form – Exhibit
JJA-1	Curriculum Related Student Organizations
JJA-2	Student Organizations – Open Forum
JJA-2-R	Non-Curricular Student Organizations (Secondary Schools) – Regulation
JJA-2-E	Request for Building Use by Non-Curricular Student Groups – Exhibit
JJF	Student Activities Funds
JJH	Student Travel
JJIB	Interscholastic Sports
JJJ	Extracurricular Activity Eligibility
JJJ-R	Extracurricular, Co-Curricular and Intramural Activity Eligibility – Regulation
JK	Student Discipline
JKBA*	Disciplinary Removal from Classroom
JKBA*-R	Disciplinary Removal from Classroom – Regulation
JLCF	District School Nurses
JLCF-R	District School Nurses – Regulation
JLD	School Counseling Programs
JLIF	Use of Safety and Security Technologies
JLIF-R	Use of Safety and Security Technologies – Regulation
JLJ*	Physical Activity
JM	Student Awards, Honors and Scholarships
JM-R	Student Awards, Honors and Scholarships – Regulation
JQ	Student Fees, Fines and Charges
JQ-R	Student Fees, Fines and Charges – Regulation
JQ-E	Schedule of Student Fees – Exhibit
KE	Public Concerns and Complaints
KEC	Public Concerns/Complaints about Instructional Resources
KEF*	Public Concerns/Complaints about Teaching Methods, Activities or Presentations
KF	Community Use of School Facilities
KHB	Advertising and Sponsorships
KHB-R	Advertising and Sponsorships – Regulation
KHC	Distribution/Posting of Non-curricular Materials
KHC-R	Distribution/Posting of Non-curricular Materials – Regulation
KI	Visitors to Schools

EXHIBIT B

WAIVERS

Original District waivers:

BB - School Board Legal Status
BC - School Board Member Conduct
BCB Conflict of Interest
BDF Committee Policy
BGB Policy Adoption
CA - Administration Goals/Priority Objectives
CFB NOT A LISTED POLICY Evaluation of Principals
CFBA - Evaluation of Evaluators
CH - Policy Implementation
CHCA - Handbooks and Directives
DB - Annual Budget
DBD - Determination of Budget Priorities
DD - Grants Management
DG - Banking Services
DGA/DGB - Authorized Signatures/Check-Writing Services
DJB/DJB-R - Purchasing Procedures
DJC - Petty Cash
DKC - Employee/Expense Authorization/Reimbursement
DLB/DLB-R - Retirement Plans
DN/DN-R - School Properties Disposition
ECF - Energy Conservation (and Energy Management)
EEA - Student Transportation
EEAA - Walkers and Riders
EEAC - Bus Scheduling and Routing
EEBA - School-Owned Vehicles
EF/EFAA/EFC - Food Services
All F Facilities Planning and Development
All G except GBA, GBAA, GBEA, GBEC, GBEF
All H Negotiations
IC/ICA/ICA-R - School Year/School Calendar
IF/IF-R - Use of Instructional Time: Elementary
IFC - Multiculturalism
All IG Curriculum Development
IHA - Basic Instructional Program
IHAM/IHAMB - Health Education
IHBEA - English Language Learners
IHBF - Homebound Instruction
IHCA/IHCA-R - Summer School
IIB Class Size

IJ - Instructional Resources and Materials
IJJ/IJJ-R/IJJ-E - Curriculum Review and Textbook or Materials Adoption
IKA/IKAB - Grading/Assessment Systems
IKE - Promotion, Retention and Acceleration of Students
ILB/ILBA - District Program of Assessments
JC - School Attendance Areas
JF - Admissions and Denial of Admissions
JH/JH-R - Student Absences and Excuses
JICA - Student Dress
JJ-1/JJ-2/JJ-R - Student Activities (Student Groups, Intramural and Extracurricular)
All JK - Student Discipline
JQ/JQ-E/JQ-R - Student Fees, Fines and Charges
KEC/KEF/KEC-R/KEC-E - Public Concerns/Complaints about Instructional Resources
KF/KF-E/KF-R - Community Use of School Facilities
KH - Public Gifts to Schools
KHA - Public Solicitations in Schools
LDA/LDA-R - Student Teaching and Internships

District waivers added in 2016 Charter Renewal:
BBBB Board Member Oath of Office
BBBG Board Elections
BE/BEA/BEB School Board Meetings
BEDH Meeting Sign-Up Form
BGD Regulations, Exhibits and Procedures
CBA/CBC - Qualifications, Powers and Responsibilities of Superintendent (Job Description)
CC - Administrative Organization
DBE/DBF - Communication of Proposed Budget Recommendations/Budget Hearings &Reviews
DBG - Budget Adoption
DBH - Use of One-time Revenues
DBJ - Contingency Reserve/Budget Transfers and Borrowing
DD-R - Grants Applications
DEB - Funds from State Tax Sources (Loan Programs)
DH - Bonded Employees and Officers
DIE - Audits/Financial Monitoring
DJ - Purchasing Authorization
All FE Construction
FF Naming of Facilities
IJK - Supplementary Materials Selection and Adoption
IJK-R - Supplementary Materials Selection and Adoption
JI - Student Rights and Responsibilities
JIC - Student Conduct
JICDE - Bullying Prevention and Education
JIH - Student Interrogations, Searches and Arrests
JJF - Student Activities Funds

District waivers added in 2019 Charter Renewal:

AA – School Legal Status
AC – Non Discrimination/Equal Opportunity
AD – School Mission/Educational Philosophy
ADC – Tobacco-Free Schools
ADD – Safe Schools
ADF – School Wellness
AE – Accountability/Commitment to Accomplishment
BAA – School Board Self-Evaluation
BBA – School Board Powers and Responsibilities
BBBA/BBBG (formerly requested just BBBG) - Board Member Qualifications and Elections
BE - School Board Meeting
BEDA - School Board Meeting Notification
BDB - School Board Officers
BEDG - Minutes
BG - Policy Making
DJCA and DJCA-R – Purchasing Procedures
GBA – Open Hiring/Equal Employment Opportunity **Ope**
JFBA - Enrollment
KCD- Public Gifts to Schools
KLB - Relations with Election Authorities

EXHIBIT C

RECRUITMENT OUTREACH PLAN

GOAL:

Imagine Charter School at Firestone 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. This diverse student population will enrich the experience of all students at the school.

Communication:

1. All enrollment materials will be directed toward all students throughout our enrollment area, including those eligible for:
   (a) free/reduced lunch eligible students AND
   (b) academically low-achieving students
2. We will provide the free/reduced lunch eligible application as part of the enrollment process.
3. We will use free/reduced lunch data for assessing eligibility for waiving required fees.

Goal	Activities	Person Responsible	Timeline
Imagine will implement outreach activities specifically targeting the FRL student population	▪ Distribute enrollment/promotional materials to targeted neighborhoods in the Carbon Valley area. ▪ Provide enrollment packets and host a minimum of two community activities throughout year.	School Growth Task Force	Year-long

Parent involvement:

Imagine believes that all parents want their children to succeed in school and that parent support and involvement in a child's education increases the probability of school success. One of the ways that parents support their children is through 20 hours per family of volunteer service. Diverse opportunities exist for parents to fulfill this. Over 50% of 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
Imagine will	▪ Principal/teachers will work with	Principal	Year-long

support parents in being partners in their child(ren)'s education	families to find ways to fulfill the 20 hours parent volunteer agreement in order to accommodate work schedules and family needs. ▪ Opportunities exist to fulfill the required hours with alternate contributions of Treasure or Talent ▪ Staff and parent task forces will extend personal invitations to encourage involvement for those who are hesitant about volunteering at the school. ▪ Imagine provides a before- and after-school program to support working families. ▪ Imagine provides a variety of intervention services to help support students who struggle with academic focus.	All staff, Before-After School Director, Interventionist	activity

Access to school

Imagine 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
Imagine 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 Night, 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. ▪ Enrollment to the K-8 school will be through a lottery. At this time, our preschool students do not gain automatic access to kindergarten in order to ensure that low-income families have access to our program. The exception to this is families who have been at our preschool for 2 or more years since they are already vested in our community.	Principal, Carpool Coordinator, Preschool Director	Ongoing

Language barriers

Imagine 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
Imagine 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 as needed. ▪ We will provide Spanish speaker/translator during enrollment conversations as needed. ▪ Enrollment forms are provided in English and Spanish as needed.	Principal	Ongoing

EXHIBIT D

Enrollment and Waiting List I-JFBA

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.

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. 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;*

* (Children from founding families shall not exceed 10% of enrollment.)
* (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.)

4. Preschool families that have been enrolled in Imagine Learning Center for at least 2 years.

In order to initiate the enrollment process, a blind lottery will take place each year no later than two weeks after open enrollment ends to determine the order of the grade levels in which students will be placed. Should enrollment exceed capacity for any grade level, a blind lottery will also be held within that group to determine the order that students will be admitted. Student names will be drawn and placed on a numbered waiting list. This waiting list does not guarantee admittance to the school, but simply the order in which openings will be offered. If a student is admitted and there is a sibling or siblings on a waiting list, those siblings will move to the top of their grade level list.

Open Enrollment Period

Open Enrollment for each school year will run at the same time as the District holds their Open Enrollment period. All Intent to Enroll forms received during 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 if they have requested to remain on the waiting list. The Open Enrollment Period shall be advertised and made public within the school community at least fourteen (14) days prior to completion of open enrollment, so as to provide equal opportunity to all interested students.

Enrollment Acceptance

Once an opening is generated at any grade level, school personnel will contact families in order according to the wait list. 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.

Adopted: October 14, 2006
Reviewed and Adopted: January 20, 2009
Updated April, 2010
Updated December, 2014

COLORADO
Department of Education

Mandatory
FORM # SPS-135
EDAC APPROVED
Approved 6/11/2018 for 2018-2019

Colorado's Unified Improvement Plan for Schools

IMAGINE CHARTER UIP 2017-18 | **School:** IMAGINE CHARTER | **District:** ST VRAIN VALLEY RE 1J | **Org ID:** 0470 | **School ID:** 4333 | **Framework:** Performance Plan: Low Participation | **Draft UIP**

Table of Contents

Executive Summary

Improvement Plan Information

Narrative on Data Analysis and Root Cause Identification

Action Plans

Addenda

Executive Summary

If we...

STANDARDS ALIGNED MATH CURRICULUM

Description:

Students will progress from Kindergarten through 8th grade with common understanding of math and what proficiency looks like. Assessments will be developed to truly determine mastery on state standards and teachers will work together to develop these as well as discuss what the data is telling us. Implemented effectively, students will demonstrate higher mastery proficiency on the state assessment.



INTENTIONAL AND EXPLICIT VOCABULARY INSTRUCTION

Description:

Teachers will devote time for direct instruction and assessment of vocabulary acquisition.



VERTICALLY ALIGNED WRITING RUBRICS



Description:

Articulation of writing expectations will be systematic from grade to grade in expectation. Students will know what constitutes a solid piece of writing.

Then we will address...

CURRICULUM

Description:

Current curriculum is tied to textbooks instead of state standards which has caused gaps in student performance. There is a need to use best practices and research based progress monitoring to help students reach grade level expectations.



VERTICAL ALIGNMENT

Description:

The lack of consistency and communication in vocabulary usage in speaking, writing and comprehension has presented gaps in students ability to represent their content rationales, as well as comprehend grade level text in all content.



Then we will change current trends for students

MATH ACHIEVEMENT AND PROFICIENCY

Description:

Math Achievement and Proficiency has been substantially below minimum state expectations.



STUDENT VOCABULARY ACQUISITION AND USE



Description:

Student vocabulary is our lowest subscore on PARCC bringing down our overall ELA proficiency numbers.

Access the School Performance Framework here:http://www.cde.state.co.us/schoolview/performance

Improvement Plan Information

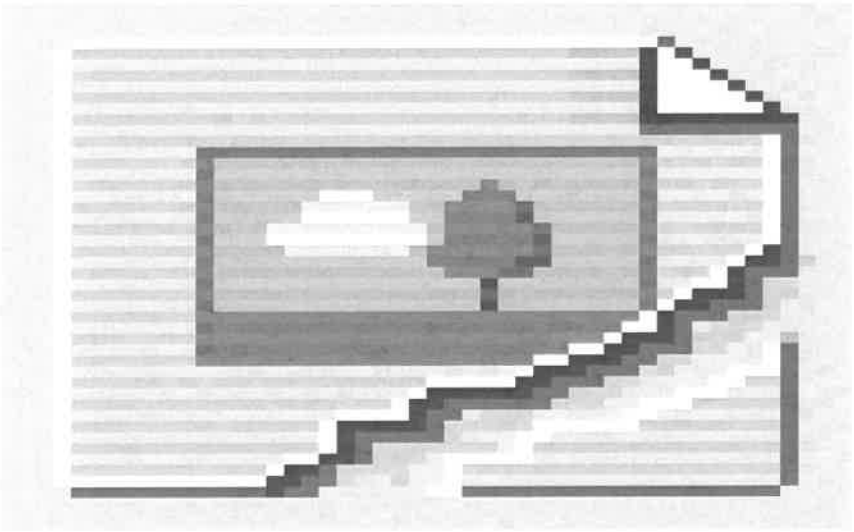
Additional Information about the school

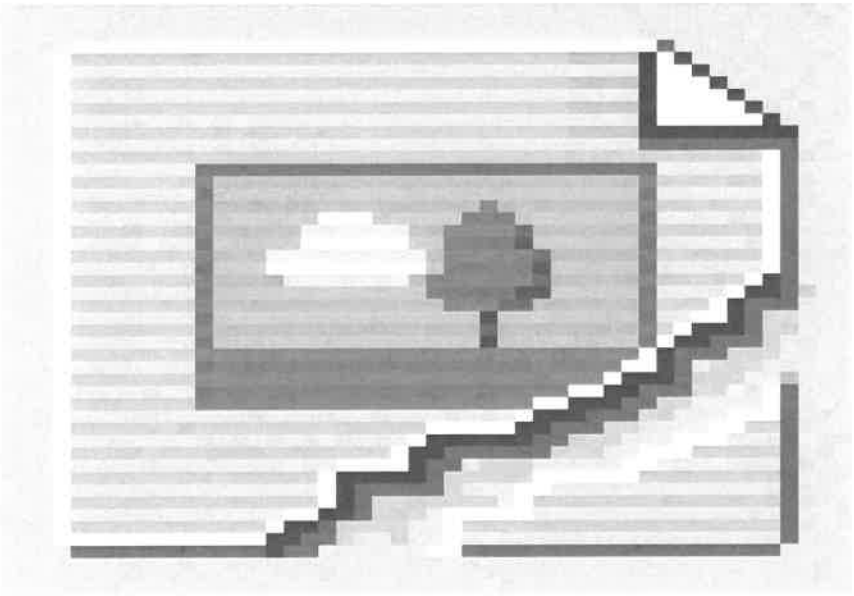
Imagine Charter School at Firestone was established in 2009 as Preschool – 8th grade charter school within the St..Vrain Valley School District. Due to the political landscape, the school had not started the year before as previously planned, although they did open a fee-based preschool and kindergarten in the interim. The school is within a suburban environment, pulling students mostly from the Firestone-Frederick areas, with some students attending from Mead and Longmont and some other surrounding communities. The population of the school has gone through a lot of change in the past several years, as the town of Firestone/Frederick are still growing and the parents and students determine what is their best fit. Our school performance data over the past three years has demonstrated growth each year on the state assessment. The school began with a Classical Core Knowledge curriculum, using the Habitudes program and Core Virtue character education program. Over the past couple of years the District has adopted a school of choice model that has put us in a more competitive market. We have earned the designation of School of Character in the 2016/2017 school year with our work in Core Virtues and Habitudes. We continue this work in Logic Academy, with a focus on Leadership principles from the Habitudes program.

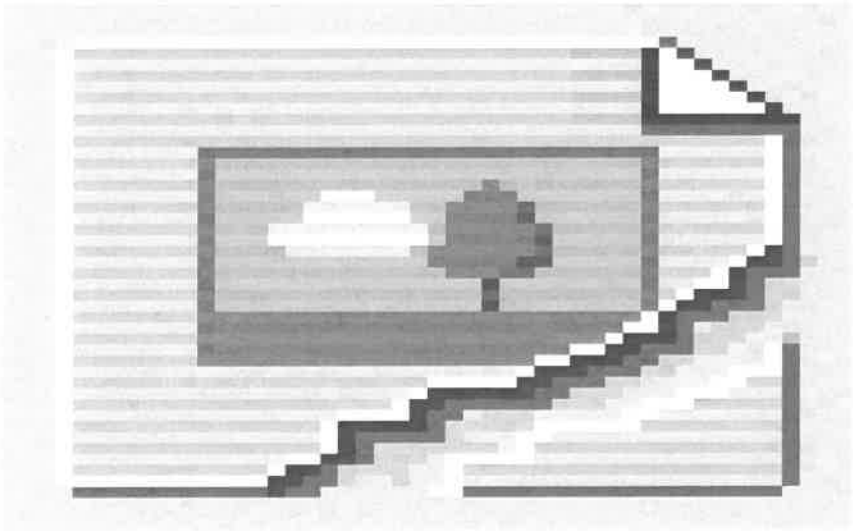
The Imagine at Firestone Mission and Vision are as follows:

The mission of Imagine Charter School at Firestone is to positively shape the hearts and minds of our students by providing them with a classical core knowledge curriculum that is academically rigorous and content rich, an environment in which character is modeled and promoted, and a community in which to build trusting relationships with others.

Leaders and teachers will build an engaging, academically rich and socially responsible school culture (classical) that encourages students to ACQUIRE and OWN their own education with a specific focus on math,writing and social emotional health,as determined by data analysis.







We have many celebrations, based on our state and STAR growth. We have shown continuous growth over 3 years, with over 75% growth last year overall, on our state PARCC assessment.

Upon closer analysis, our state and STAR growth in math have been less than our goals, especially in our middle school(Logic Academy). Our Math Growth Goal on STAR was 1.1 and we achieved 1.05 growth. Our Reading growth on STAR was 1.08 and our goal was 1.1. On our state testing, we want to achieve at least the state benchmark of 50% and are only at 38% in grades 3-8. Our ELA growth has surpassed state benchmarks and we see a need to focus on vocabulary, as the lowest subscore on our state assessment. However, our Writing growth has been strongest, particularly in our middle school.

In looking at our STAR Reading, our school has demonstrated nominal growth. Our math, actually looks better.

Upon evaluation of our state(PARCC) assessment growth, our ELA, far outshines our math, especially in grades 5-8.

We need to examine what our 5-8 grade teachers are doing in ELA to show such growth. Upon further analysis of our state assessment scores, in our ELA Subscores, we can see that our writing is far superior to our reading scores. Still our 'Does Not Meet' scores are about the same in both reading and writing. This tells us that we should not let up on a focus in writing as we still need to grow those students in the lowest proficiencies. We feel the focus on vocabulary will help these students, as well as our higher performers. We have also implemented an intervention block to help all levels of learners.

We need to take a look at what our 4th and 5th grades are doing in math, as they have demonstrated the highest growth. Our math subscores show marginal differences in performance over all of the areas, with slightly higher evidence of demonstration of proficiency in Modeling and Reasoning. This has led to a focus in the understanding of the content standards for each grade level.

We have also identified a need, from last year's SEP, to focus on helping teachers use higher DOK questioning and lesson strategies. The use of higher DOK is part of our Danielson observation tool and so we are actively coaching teachers on what these can look like for the different classes and contents.

Our Science data tell us we need to put a larger focus on the standards tested at the state, particularly in grades 5-8. The build-up to science comes from instruction in grade K-8 with a focus on Core Knowledge, but we need to be sure that students are prepared for the state Science Assessment given in the 5th and 8th grades. With an average of 42% proficiency in Science, we see the need to identify our weaknesses in the standards and make sure these are covered in the correct Core Knowledge sequence, and reinforced in the testing years. We also see the need to increase work in informational writing, as large parts of both our Science and Social Studies assessments emphasize being able to demonstrate understanding of informational text and to express understanding in writing about these contents. We also need to expose students to expressions of data in these fields so that they can analyze and apply what they discover in this data.

We also determined the need to be transparent in our expectations. We have created and shared rubrics with our teachers, who gave advice on these rubrics, that we are using to collect walk-through data and give feedback to our teachers.

Walkthrough observation data has led leadership to identify a need to focus on coaching teachers in classroom management. Classroom Management has also been identified as an area for work. In observations, teachers are largely demonstrating Partially effective in classroom management. While teachers seem to identify that they do have routines and expectations in place, it is frequently observed that there is little to no follow-through on these expectations. Increasing the efficiency of work time in classroom through procedures and student follow through on expectations will give teachers the time and flexibility to do more with their classes, thus allowing them to increase rigor and investigational study. Frequently, teachers set high investigation objectives but are unable to meet these objectives because the routines are not in place for the higher level of accountability in expectation to complete the objectives.

Improvement Plan Information

The school/district is submitting this improvement plan to satisfy requirements for (check all that apply):

☑ State Accreditation

School Contact Information

Name: Terri Long
Mailing Street: 5753 Twilight Ave.
Phone:(303) 772-3711
Title: Principal K-4
Mailing City / State/ Zip Code: Longmont CO 80504
Email: terri.long@imagineschools.org

Name: Jessica Cervantes
Mailing Street: 5753 Twilight Ave.
Phone:(303) 772-3711
Title: Principal 5-8
Mailing City / State/ Zip Code: Longmont CO 80504
Email: jessica.cervantes@imagineschools.org

Narrative on Data Analysis and Root Cause Identification

Description of school Setting and Process for Data Analysis

Imagine Charter School at Firestone was established in 2009 as Preschool-8th grade charter school within the St. Vrain Valley School District. Due to the political landscape, the school had not started the year before as previously planned, although they did open a fee-based preschool and kindergarten in the interim. The school is within a suburban environment, pulling students mostly from the Firestone-Frederick areas, with some students attending from Mead and Longmont and some other surrounding communities. The school began with a Classical Core Knowledge curriculum, using the Boys Town social skills curriculum, Tim Elmore's Habitudes and the Core Virtue character education program. The school has now moved away from the Boys Town social skills curriculum and focuses specifically on Habitudes for our 5th-8th grade students and Core Virtues for our K-4th grade students. In 2017, Imagine was recognized as a National School of Character. Over the past couple of years, the District has adopted a school of choice model that has put us in a more competitive market.

Prior Year Targets

Consider the previous year's progress toward the school targets. Identify the overall magnitude of the school performance challenges.

PERFORMANCE INDICATOR: ACADEMIC ACHIEVEMENT (STATUS)

	16-17
Prior Year Target:	55% meet or exceed on PARCC for both Elementary and Middle School for ELA. 45% meet or exceed on PARCC for both Elementary and Middle School for Math.

	16-17
Performance:	62% meet or exceed on PARCC for ELA as an entire school. 38% met or exceeded on PARCC for mathematics-did not meet the target.

ACADEMIC ACHIEVEMENT (STATUS) REFLECTION:	Imagine did exceed our set target for ELA on the 16/17 State PARCC assessment. However, we did not meet our goal for math. We have made math a focus for the past 2 years. We did grow our proficiency scores but not enough to reach state benchmarks. This informs us that we need to put a stronger focus on math and make that a priority target for the 2017/2018 school year.

PERFORMANCE INDICATOR: DISAGGREGATED ACHIEVEMENT

Prior Year Target:	Targets were not written for Disaggregated Achievement in previous years.
Performance:	2017 PARCC achievement for Minority students, Elementary and Middle School combined, in ELA was at 44% met or exceeded. 2017 PARCC achievement for Minority students, Elementary and Middle School combined, in mathematics was at 20% met or exceeded.

PERFORMANCE INDICATOR: ACADEMIC GROWTH

Prior Year Target:	Learning Gain of 1.08 on STAR in both ELA and Math.
Performance:	Learning Gain was 1.08 for ELA. Learning Gain was 1.05 for Mathematics. Elementary Parcc growth for ELA was at 69 median growth percentile and for mathematics was at 73 median growth percentile. Middle school Parcc growth for ELA was at 80 median growth percentile and for mathematics was at 73 median growth percentile.

PERFORMANCE INDICATOR: DISAGGREGATED GROWTH

Prior Year Target:	Due to low numbers in groups, there were no goals for disaggregated growth. The category that has enough numbers to note is the level of minority students in both Elementary and Middle School.
	Elementary Minority student growth in ELA was 59% and in math was 56%.

Performance: Middle school minority student growth in ELA was 86% and math was 48%.

PERFORMANCE INDICATOR: STUDENT BEHAVIOR

Prior Year Target: No previous target for behavior

Performance:

Current Performance

- There were many areas in which Imagine Charter School students did not meet state/federal expectations, they were all within our disaggregated groups. In regards to the Elementary School, within achievement for these groups in ELA, the students who receive free and reduced lunch as well as students with disabilities did not meet state/federal expectations. These groups were the same who did not meet state/federal expectations in mathematics as well. In regards to middle school, within achievement, students with disabilities in both ELA and mathematics did not meet state/federal expectations. The minority students were approaching in mathematics. Minority students in mathematics in the Middle School were approaching state/federal expectations for growth. For the 16-17 school year, Imagine had 95 students on READ plans.

Imagine schools would like to decrease the number of READ plans that the school currently has. Mathematics is the largest concern for Imagine. Although the overall achievement in mathematics meets or exceeds state/federal expectations, the number of sub-groups did not. Making sure the school is addressing mathematics instruction and curriculum is a challenge for the faculty. Particular focus has been put on addressing the standards in instruction and assessment.

On English/Language Arts Assessments, the data signifies a relative low proficiency in the area of vocabulary. While many of the writing scores at Imagine did increase which then increased overall English Language Arts proficiency, vocabulary was not an area of strength on the state assessment.

We need to examine what our 5-8 grade teachers are doing in ELA to show such growth. Upon further analysis of our state assessment scores, in our ELA Subscores, we can see that our writing is far superior to our reading scores. Still our 'Does Not Meet' scores are about the same in both reading and writing. This tells us that we should not let up on a focus in writing as we still need to grow those students in the lowest proficiencies. We feel the focus on vocabulary will help these students, as well as our higher performers. We have also implemented an intervention block to help all levels of learners.

We need to take a look at what our 4th and 5th grades are doing in math, as they have demonstrated the highest growth. Our math subscores show marginal differences in performance over all of the areas, with slightly higher evidence of demonstration of proficiency in Modeling and Reasoning. This has led to a focus in the understanding of the content standards for each grade level.

We have also identified a need to focus on helping teachers use higher DOK questioning and lesson strategies. The use of higher DOK is part of our Charlotte Danielson observation tool and so we are actively coaching teachers on what these can look like for the different classes and contents.

Our Science data tell us we need to put a larger focus on the standards tested at the state, particularly in grades 5-8. The build-up to science comes from instruction in grade K-8 with a focus on Core Knowledge, but we need to be sure that students are prepared for the state Science Assessment given in the 5th and 8th grades. With an average of 42% proficiency in Science, we see the need to identify our weaknesses in the standards and make sure these are covered in the correct Core Knowledge sequence, and reinforced in the testing years. We also see the need to increase work in informational writing, as large parts of both our Science and Social Studies assessments emphasize being able to demonstrate understanding of informational text and to express understanding in writing about these contents. We also need to expose students to expressions of data in these fields so that they can analyze and apply what they discover in this data.

We also determined the need to be transparent in our expectations. We have created and shared rubrics with our teachers, who gave advice on these rubrics, that we are using to collect walk-through data and give feedback to our teachers.

Walkthrough observation data has led leadership to identify a need to focus on coaching teachers in classroom management. Classroom Management has also been identified as an area for work. In observations, teachers are largely demonstrating Partially effective in classroom management. While teachers seem to identify that they do have routines and expectations in place, it is frequently observed that there is little to no follow-through on these expectations. Increasing the efficiency of work time in classroom through procedures and student follow through on expectations will give teachers the time and flexibility to do more with their classes, thus allowing them to increase rigor and investigational study. Frequently, teachers set high investigation objectives but are unable to meet these objectives because the routines are not in place for the higher level of accountability in expectation to complete the objectives.

Trend Analysis



Trend Direction: Increasing
Notable Trend: Yes
Performance Indicator Target: Academic Achievement (Status)

Elementary students 3-5th grade have had a slight increase of achievement in mathematics on PARCC in the past three years (2015-3rd grade at 31% M+E, 4th grade at 31% M+E, 5th grade at 27% M+E; 2016-3rd grade at 33% M+E, 4th grade at 23% M+E, 5th grade at 39% M+E; 2017-3rd grade at 48%, 4th grade 39% M+E, 5th grade 34% M+E). Although there is an increase in achievement score, it is still well below the state expectation of 50%.



Trend Direction: Increasing
Notable Trend: Yes
Performance Indicator Target: Academic Achievement (Status)

Middle School students are on a slight increase of achievement in mathematics on PARCC in the past three years (2015-6th grade at 25% M+E, 7th grade at 23% M+E, 8th grade at 29% M+E; 2016-6th grade at 29% M+E, 7th grade at 37% M+E, 8th grade at 34% M+E; 2017-6th grade at 34%, 7th grade 34% M+E, 8th grade 36% M+E). Although there is an increase in achievement score, it is still well below the state expectation of 50%.

Additional Trend Information:

While the growth in mathematics school wide demonstrates progress toward higher proficiency, the entire school is below state benchmark. In order to reach and exceed this benchmark, Imagine has identified a need to focus on Mathematics. Imagine has identified the need to create a math curriculum that is viable, using the resources we already have. Teachers spent the 2016/17 school year developing and refining their curriculum maps to reflect the standards and align our resources to the standards. The next phase is to create assessments that will provide information on the level of preparation of students and their mastery of the standards. These assessments will help in designing coherent instruction around teaching and mastering the standards.

Root Causes



Priority Performance Challenge: Math Achievement and Proficiency
Math Achievement and Proficiency has been substantially below minimum state expectations.



Root Cause: Curriculum

Current curriculum is tied to textbooks instead of state standards which has caused gaps in student performance. There is a need to use best practices and research based progress monitoring to help students reach grade level expectations.

Priority Performance Challenge: Student vocabulary acquisition and use

Student vocabulary is our lowest subscore on PARCC bringing down our overall ELA proficiency numbers.

Root Cause: Vertical Alignment

The lack of consistency and communication in vocabulary usage in speaking, writing and comprehension has presented gaps in students ability to represent their content rationales, as well as comprehend grade level text in all content.

Provide a rationale for why these challenges have been selected and address the magnitude of the overall performance challenges:

Upon evaluation of our State Assessment data and growth, our math, particularly in grades 5-8, need the most work and are our lowest proficiency. Our math subscores show marginal differences in performance over all of the areas, with slightly higher evidence of demonstrated proficiency in Modeling and Applications and Expressing Math Reasoning with 40% and 41% meets and exceeds respectively. The lowest proficiency scores in math were in the subgroup Major Content, with a 36% in meets and exceeds in the school. This has led to a focus in the understanding and unpacking of the content standards for each grade level. Building capacity in the standards and content will not only grow our Major Content subscore, the application of the standards will impact or overall math proficiency and our student number fluency.

Geometry has also been identified as a relative weakness across the grade levels in other assessments given. Geometry is listed under Additional and Supplemental materials in the subscores and Imagine students demonstrated 38% proficiency in this, as a school. Building competency in the Geometry standards will grow our overall math proficiency. Growing students math vocabulary has also been identified as an area that will improve their overall competencies in math.

Vocabulary is performance challenge, not only in math. Teachers have identified that they need to explicitly teach content and grade level appropriate academic vocabulary. Vocabulary has been identified on PARCC to be the lowest subscore in the ELA assessment. Intentionally teaching vocabulary in content and keeping a focus on acquisition of grade level academic vocabulary will increase students comprehension and writing skills.

Provide a rationale for how these Root Causes were selected and verified:

Our grade levels have met to discuss what they see as the root cause at their grade and content levels. In reflections on data teachers have noted that proficiency on the Math- Major Content subscore is our lowest, at 36%. This is a trend in our data at each grade level. The other subscore categories; Math - Additional and Supplemental Materials, Expression of Math Reasoning and Modeling and Applications are 38%, 41% and 40% respectively. These all fall below the state benchmark, as well as our school goal.

The teachers have determined, and the administrative team agrees, that aligning our math curriculum to the standards, thus creating a viable curriculum is the greatest need. The alignment of the math curriculum, lesson plans and assessments to the standards, will meet the need of students and teachers being able to articulate the end goals in math development at Imagine. The grade levels have spent time developing curriculum maps which has caused them to question the assessments and their alignment to the standards. Through unpacking the standards, we have seen the need to develop

assessments that capture the students' progress toward mastery of the standards, at the rigorous levels exhibited in the standards and on the state assessment.

The need to increase vocabulary and align it vertically has also be identified. Teachers have noted that the lowest subscore in our English Language Arts testing is in Vocabulary at a 46% meets or exceeds. This has led teachers to investigate putting a focus on content vocabulary in all classrooms to determine if a focus on vocabulary across all content will translate into higher evidence of vocabulary mastery.

Action Plans

Planning Form



Standards Aligned Math Curriculum

What would success look like: Students will progress from Kindergarten through 8th grade with common understanding of math and what proficiency looks like. Assessments will be developed to truly determine mastery on state standards and teachers will work together to develop these as well as discuss what the data is telling us. Implemented effectively, students will demonstrate higher mastery proficiency on the state assessment.

Describe the research/evidence base supporting the strategy: When content is articulated with consistency from grade to grade using a common language, students can apply past learnings to discovery and understanding in their later classes.

Associated Root Causes:



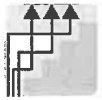
Curriculum:
Current curriculum is tied to textbooks instead of state standards which has caused gaps in student performance. There is a need to use best practices and research based progress monitoring to help students reach grade level expectations.

Implementation Benchmarks Associated with MIS

IB Name	Description	Start/End/ Repeats	Key Personnel	Status
 Monthly Data Chat	Teachers meet in PLCs to discuss data and how to move it.	08/14/2017 05/25/2019 Monthly	Teachers and Leaders	Met

 Quarterly Dashboard Reflection	Leaders update with STAR assessment windows. Teachers update with quarterly assessment data	10/16/2017 05/25/2018	Teachers and Leaders	Partially Met
 Common Assessments	As a result of PLCs and Data discussions teachers will create common assessments during their common plan to determine student performance and mastery of standards at each grade level.	10/16/2017 12/14/2018 Monthly	Teachers	Partially Met

Action Steps Associated with MIS

Name	Description	Start/End Date	Resource	Key Personnel	Status
 School Data Dashboard	Administrators will set up and update data taken throughout the year, specifically writing, reading, and mathematics. Teachers will reflect on data and use assessment data to drive the instructional planning.	08/14/2017 04/02/2019	PLC, Google dashboard, classroom data, state data and district data(STAR)	Teachers and leadership	In Progress
 Evaluate Math Assessment Data	Teachers will give math assessments at the end of units that meet the rigor represented in the standards. Teachers will use PLC and PD time to develop these assessments and compare the data to determine how to best prepare students. Implemented successfully, students will demonstrate growth toward proficiency and students and teacher will be able to articulate expectations. This will help teachers and students understand the expectations on the annual state assessment and be able to predict proficiency on state assessment.	08/14/2017 05/17/2019	PLC and PD time, standards and performance descriptors, student data.	Teachers	
			PLC, curriculum		

PLC Goal-setting	Teachers will meet at grade/content levels and set academic goals for their teams	09/08/2017 05/25/2019	maps, colleagues, state data, district data(STAR)	Teachers	In Progress
PLC/Common Plan - Common Assessment	Teachers will work during their common plan to develop common assessments for core content.	10/16/2017 12/14/2018	Common plan time, Data Dashboard, Assessment results(CMAS, STAR and grade level assessments).	Teachers	In Progress
Vertically Aligned Assessments	Teachers will identify the key concepts using the grade level prepared competencies in grades 5-8 and identify how to assess these, working in vertical teams. They will use these to determine next steps for students who aren't mastering the skills and for those who are.	02/16/2018 02/15/2019	PLC and PD time, vertical scope and sequence format to follow, schedule to allow for more content PLCs	Teachers and Leaders	

Intentional and Explicit Vocabulary Instruction

What would success look like: Teachers will devote time for direct instruction and assessment of vocabulary acquisition.

Describe the research/evidence base supporting the strategy: Knowledge of content vocabulary that is reinforced year to year in giving students time to practice using vocabulary helps them to apply their knowledge.

Associated Root Causes:

Vertical Alignment:
The lack of consistency and communication in vocabulary usage in speaking, writing and comprehension has presented gaps in students ability to represent their content rationales, as well as comprehend grade level text in all content.

Implementation Benchmarks Associated with MIS

IB Name	Description	Start/End/ Repeats	Key Personnel	Status
 Explicit Vocabulary Instruction	Leaders will observe explicit vocabulary instruction and give feedback to teachers. Leaders will monitor progress on benchmark assessments and coach teachers around this data.	08/21/2017 05/11/2018 Monthly	Principals	Partially Met

Action Steps Associated with MIS

Name	Description	Start/End Date	Resource	Key Personnel	Status
 Professional Development	Staff works together on developing plans for direct instruction and assessment of vocabulary.	01/02/2018 05/11/2018	Articles and and research based examples of explicit vocabulary instruction	Teachers	In Progress
 Vertical Vocabulary Alignment	Teachers will meet horizontally and vertically to develop vocabulary scope and sequence so that there are connections grade to grade.	01/02/2018 05/17/2019	Professional Development time, format to report and reflect on data, resources to explicitly teach data.	Teachers and Leaders	



Vertically Aligned Writing Rubrics

What would success look like: Articulation of writing expectations will be systematic from grade to grade in expectation. Students will know what constitutes a solid piece of writing.

Describe the research/evidence base supporting the strategy: When expectations are consistent, students perform at a higher capacity.

Associated Root Causes:

Vertical Alignment:
The lack of consistency and communication in vocabulary usage in speaking, writing and comprehension has presented gaps in students ability to represent their content rationales, as well as comprehend grade level text in all content.

Implementation Benchmarks Associated with MIS

IB Name	Description	Start/End/ Repeats	Key Personnel	Status
Vertically Aligned Rubrics	Teachers in K-8 will align their writing expectations using vertically and standards aligned rubrics	10/13/2017 05/17/2019 Monthly	Leadership and Teachers	

Action Steps Associated with MIS

Name	Description	Start/End Date	Resource	Key Personnel	Status
Identify Gaps in Writing Assessment	Teachers looked at their grade level rubrics and compared these to their vertical partners and recognized large gaps in expectations.	10/03/2017 02/09/2018	Grade Level writing rubrics and state standards	Teachers	
Rewrite Rubrics	Teachers are looking at state standards and 6 Traits and placing them into a template to be used for initial conversations of alignment.	02/09/2018 03/09/2018	6 Traits, Writing rubrics and state writing standards	Teachers	
	Teachers will meet with their vertical groups to discuss expectations of each grade level and make changes to their	03/09/2018	Rubrics and	Teachers	

Discuss and Edit Rubrics	rubrics accordingly. Teachers will revisit their rubrics throughout the 2018/2019 school year to ensure fidelity.	04/12/2019	vertical team time.

School Target Setting

Priority Performance Challenge : Math Achievement and Proficiency

PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: M

ANNUAL PERFORMANCE TARGETS	**2017-2018:** Grade 3 - 50% Grade 4 - 45% Grade 5 - 45% Grade 6 - 45% Grade 7 - 45% Grade 8 - 45%
	2018-2019: Grade 3 - 55% Grade 4 - 50% Grade 5 - 50% Grade 6 - 50% Grade 7 - 50% Grade 8 - 50%

INTERIM MEASURES FOR 2017-2018: STAR and grade level common assessments

Priority Performance Challenge : Student vocabulary acquisition and use

PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: ELA

ANNUAL PERFORMANCE TARGETS	**2017-2018:** Grades 3-8 overall proficiency on vocabulary subdomain = 60%
	2018-2019: Grades 3-8 overall proficiency on vocabulary subdomain = 65%

INTERIM MEASURES FOR 2017-2018: Grade level common content assessments and quarterly writing prompts.

EXHIBIT F

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 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 CMAS, COAlt (ELA, Math and Science), and PSAT.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects normative growth comparing the academic progress of the students in this school compared to that of other students statewide with a similar CMAS, PSAT, and SAT score history in that subject area.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or the workforce upon graduation. This Indicator reflects student graduation rates, dropout rates, and average Colorado SAT 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.

EXHIBIT G

EDUCATIONAL PROGRAM CHARACTERISTICS

The mission of Imagine Charter School at Firestone is to positively shape the hearts and minds of our students by providing them with a classical, core knowledge curriculum that is academically rigorous and content rich, a safe environment in which character is modeled and promoted, and a community in which to build trusting relationships with others.

Vision

Students at Imagine develop a foundation of wisdom prepared to be life-long learners, positive role models, and virtuous citizens.

Commitment

- A professional staff and content-rich curriculum that challenges students at all levels to achieve.
- Small communities within the school that enable students to form strong relationships with their peers and adults.
- A welcoming and respectful environment for each family, and opportunities for families to be involved in many aspects of the school.
- An emphasis on each student's positive character development through role-modeling, curricular emphasis, and community service.
- Financial accountability and stewardship of resources in a way that enables our school to be sustainable.

Accountability

At Imagine Schools, we believe in accountability and continual improvement. We believe that operating a successful school requires constant attention in six important areas that we call Measures of Excellence, by which we evaluate our organization and each of our schools. Our Six Measures of Excellence are the yardsticks we use to evaluate our effectiveness in providing a challenging, effective program of study and strong moral development in a safe, nurturing environment. We grade ourselves annually on how we are performing – where we are excelling and where we can improve.

The Six Measures of Excellence are:

Shared Values of integrity, justice, and fun allow every teacher, student, and parent associated with Imagine Schools to unite around common themes that guide our collective behavior.

Parent Choice and Satisfaction are the most reliable indicators of the quality of our schools.

Academic Growth balances instruction in reading, math, science, social studies, and the arts, and is measured by student learning gains as well as proficiency.

Positive Character Development in our schools is a high priority. We strive for growth in students' character measured by positive changes in behavior and world view.

Economic Sustainability means every school in our family is financially able to stand on its own, which is the best indicator of that school's ability to continue educating children over the long term.

School Development enhances our ability to reach more children, more families, and more communities. As we increase our family of schools, more opportunities abound for Imagine Schools' educators to grow professionally as well.

EXHIBIT H

PLAN FOR ENGLISH LANGUAGE LEARNERS

The following measures describe what Imagine Charter School at Firestone will do 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 identify students using the state approved assessment for determining English language proficiency. Part of the enrollment process at Imagine Charter School at Firestone involves 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 the state approved assessment designed to measure English language proficiency. 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 pop/ulation requires. The ESL teacher evaluates the assessment and observations to determine the language proficiency of the student.

Placement/Services: Services for eligible students will be provided in a timely manner and appropriate plans will be established and maintained. Students scoring NEP or 3/Int/LEP will receive direct instruction in English Language Development each week. Instruction will occur in small groups and will be based on Colorado English Language Proficiency Standards, WIDA's Can Do Descriptors, and research-based strategies. Students scoring level 4/Prof/LEP will be placed on a case-by-case basis. If a student in this category is not proficient at his/her grade level and is not making adequate academic progress, he/she will receive direct instruction in English Language Development each week. If a student in this category is proficient at his/her grade level and making academic progress, he/she is able to access academics in the regular classroom without additional instruction in English Language. These determinations will be based on a body of evidence consisting of data such as reading assessments, STAR Renaissance, state assessment data, and writing benchmarks. These students will be monitored and reevaluated yearly. Students scoring 5/Adv/FEP will be monitored yearly to ensure that grade level proficiency and academic growth is maintained. 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 SIOP training materials to assure that quality instruction for 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. These determinations will be based on a body of evidence consisting of data such as reading assessments, STAR Renaissance, state assessment data, writing benchmarks, and WIDA/ACCESS scores.

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.

Imagine provides an all-English ELA program. We will follow the recommendations for an all-English program as stated in the *Guidebook on Designing, Delivering, and Evaluating Services for English Learners (ELs)* (CDE 2011).

- Direct English language and literacy instruction by certified ESL staff
- School-wide plan optimizing instruction for ELs that is embedded into staff development
- Identification of key concepts and vocabulary
- Widespread use of hands-on activities, visual aids, and repetition
- Minimal use of lecture and general classroom teacher use of sheltered English
- Scaffolding lessons to achieve communicative competence
- School or community resources that allow students to work with speakers of the native language
- Suggestions to parents for use of primary language at home to aid in accessing underlying conceptual content knowledge

The ESL teacher may also act as a liaison between the school and language-minority families, providing or arranging for translation services, and attending conferences between teachers and parents as needed.

In addition to assisting LEP/NEP students directly, Imagine Charter School at Firestone will strive to make sure information about student(s)'s progress and available resources are understood by all parents, providing them with the tools they need to support their children.

EXHIBIT I

DUE PROCESS GUIDELINES

1. Prepare notebook for Principal (include checklist and tabs).
2. Assistant Superintendent delivers the notebook along with "sample/guide book" to the school.
3. Schools return completed notebook along with "sample notebook" to Assistant Superintendent as soon as possible.
4. Assistant Superintendents review notebook and take notebook to legal counsel for review.
5. Legal counsel sends an email to Assistant Superintendent once notebook is reviewed and approved.
6. Notebook is picked up from legal counsel and one copy is made. (The checklist is included along with colored sheets of paper, which will replace the original tabs.)
7. The original is filed in Assistant Superintendent's office.
8. The copy is redacted. After it is redacted, another copy is made so now there are two redacted copies, both including the checklist and colored paper instead of tabs.
9. One redacted copy in a notebook stays with the Assistant Superintendent and the approval letter from legal counsel is placed in the front pocket of that notebook.
10. The police report is removed from the second redacted copy and that copy is placed in an envelope and the Principal is notified it is ready to be picked up.
11. Principal hand delivers the redacted copy (which includes the checklist and tabs but does not include the police report) to the parent/guardian. The book must be delivered to the parent at least one day prior to the expulsion hearing.
12. Assistant Superintendent brings the redacted copy of the notebook to the hearing and gives it to the Expulsion Officer who enters it into evidence. This copy includes checklist, tabs and redacted police report.
13. After the hearing, the Expulsion Officer takes the notebook with him and sends his recommendation to legal counsel to be reviewed.
14. The Expulsion Officer returns the notebook to the Assistant Superintendent with his recommendation, and the Assistant Superintendent brings that notebook to the meeting with the Superintendent.

DUE PROCESS CHECKLIST

This book has been redacted so it can be used as a "guide" when creating a dismissal/ expulsion book. Do not redact your book.

Checklist	TASK
1	**Student Demographics** Print information from Infinite Campus
2	**Timeline of events (Summary)** Provided by building administration
3	**School Work Support Plan** Copies of homework gathered from teachers that was given to the student
4	**Expulsion Data Form** Contact Expulsion Officer or Assistant Expulsion Officer and they will send you the form
5	**Expulsion Hearing Letter** Contact the Superintendent's Assistant and she will send you a copy of the letter
6	**Board Policy/State Statute violations** Copy Board Policies from the website
7	**Student discipline records** Print information from Infinite Campus
8	**IEP/504 Plan Records** Yes ____ No ____ If yes, Manifestation Determination Review Yes ___ No ___** Check Yes or No
9	**Attendance Records** Print copy of attendance record from Infinite Campus
10	**Police reports** Ask SRO/Police for a copy of the report as soon as possible
11	**Due process paperwork** Print ad hoc report from Infinite Campus
12	**Suspension letter to parent/guardian** Same information as #11
13	**Habitual Disruptor History and Plan**** Include if a school has drawn up a plan
14	**Teacher's statements**** Teacher's written description of incident with signature
15	**Witness statements**** Witnesses' written statements with signature
16	**Student statement** Student's written statement with signature
17	**Photos and/or video surveillance**** Pictures that may have been taken showing evidence
18	**Social media postings, school work containing threatening content**** Include screen shots of each media postings or copies of school work
19	**Correspondence with parent/guardian, i.e., emails, phone calls** Documented phone calls and emails between administrators and parent/guardian

**If there is no information, please include a sheet stating "There were no _____ (fill in the blank).

EXHIBIT J

Additional Services Agreement -

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2019-2020 school year. Items in this list may be subject to separate License Agreements or Service Level Agreements. Prices and availability of services and licenses are subject to revision annually, regardless of the term of this contract. Additionally, agreements between the charter school and the District for services not in this list may be entered into under separate contracts or agreements, as needed.

District Technology Services

Required Services Pursuant to Section 10.4		FY20	
Infinite Campus and Alpine Achievement	**Oct 1 Student Count**	**Cost Per Student**	**Total Cost**
Infinite Campus License	532	$ 10.50	$ 5,586.00
IC & Alpine Enterprise Enterprise Personnel Costs		18.59	9,889.88
Alpine Achievement License		7.65	4,069.80
Server Licenses (VM & Microsoft)		0.29	154.28
Shoutpoint (E-rate discount applied)		1.14	606.48
Total			$ 20,306.44
Active Directory Authentication Services (AD)	**Number of AD Accounts**	**Cost per Account**	**Total Cost**
Licenses for staff requiring access to Infinite Campus	45	$ 18.80	$ 846.00
Total			$ 846.00

Optional Services

Citrix Fees	**Num of Citrix Accounts**	**Cost Per Account**	**Total Cost**
EMC Storage	1	$ 19.67	$ 19.67
Citrix Server		15.50	15.50
Citrix License		85.00	85.00
Microsoft License (part of Citrix image)		35.31	35.31
Total			$ 155.48
Destiny Media Manager (Library Curriuculum)	**Accounts**	**Cost per Account**	**Total Cost**
Site License Fee	0	$ 550.00	$ -
Annual Maintenance Fee	0	150.00	$ -
Total			$ -
Active Directory Authentication Services (AD) (TP	**Number of AD Accounts**	**Cost per Account**	**Total Cost**
Additional Staff License (Not on Line 19)	0	$ 18.80	$ -
Total			$ -
Virtual Private Network (VPN) (TCPA Only)	**Number of VPN Accounts**	**Cost per Account**	**Total Cost**
License	0	$ 50.68	$ -
Total			$ -
Recurring VOIP Costs (TPCA Only)	**Recurring VOIP Accounts**	**Cost Per Account**	**Total Cost**
License	0	$ 52.69	$ -
Total			$ -
New VOIP Costs (TPCA Only)	**New VOIP Accounts**	**Cost Per Account**	**Total Cost**
License	0	$ 542.29	$ -

Total			**$ -**
ISP/Webfilter (TPCA Only)	**Oct 1 Student Count**	**Cost Per Student**	**Total Cost**
ISP/Webfilter	0	$ 8.69	**$ -**
Total			**$ -**
Wide Area Network (TPCA Only)	**WAN Use (1 or 0)**	**Annual Cost**	**Total Cost**
Wide Area Network (E-rate discount applied)	0	$ 5,977.24	**$ -**
Total			**$ -**
Human Resources			
AESOP	**AESOP Use (1 or 0)**	**Annual Cost**	**Total Cost**
AESOP License (may not be available)	1	$ 1,500.00	**$ 1,500.00**
Total			**$ 1,500.00**
Warehouse			
Delivery Service	**Delivery Service (1 or 0)**	**Annual Cost**	**Total Cost**
Delivery Service	1	$ 3,000.00	**$ 3,000.00**
Total			**$ 3,000.00**
Total Exhibit H Service/License Costs:			**$ 25,807.92**
Our school chooses the ELPA services below in lieu of receiving ELPA funding directly. Yes__x___ No_____			
Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. Yes__x__ No_____			
Other Items on Ad Hoc Basis (to be billed monthly)			
Note: This is not an all-inclusive list. There may be other items that the charter school contracts with the District.			
Substitute Teacher Jobs (Salary, PERA, Medicare)			
Workers Compensation Insurance Surcharge per Substitute Teacher Day ($3.00 for full day sub/ $1.50 for half-day sub)			
Unemployment Charges			
Transportation Reimbursement (Field Trips)			
Warehouse Orders			
"100 Mile Club" Reimbursement			
Student Services:			
- Hearing and Vision Screenings for Schools under 400 Students: $300 for initial screening; $105 for rechecks			
- Hearing and Vision Screenings for Schools over 400 Students: $600 for initial screening; $210 for rechecks			
- Truancy Filings ($55/hour)			
State Categorical Aid:			
- 100% of GT money is passed through the charter schools.			
- Gifted & Talented Services (Screenings, Consultation and Trainings) Will be provided at actual District cost of $50 per hour.			
- ELPA Services - The following services will be provided at no charge in lieu of ELPA funding or may be purchased directly:			
- Summer School ($450/student)			
- ACCESS Data Parent Comm/Reports/Disaggregated Data ($10/student)			
- ACCESS Training			
- Consulting on "As Needed" Basis ($50/hour)			
- Consulting Support Services ($50/hour)			
- ESL Teacher Training 4 Meetings ($350/teacher)			
- Newsletter ($2/Student)			

- Other Non-ESL Literacy Support: Seminars, READ ACT, Compliance, Testing and Literacy ($425/Teacher)				
- Parent Meetings ($10/student)				
- WAPT - Screening, Input, Electronic Filing, Communication, etc. ($25/student)				
Federal Categorical Aid:				
- Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.				
- Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:				
- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs				
- MTSS/PBIS Support				
- Classroom Management				
- Partners in Education (PIE) Master's Program Coaching				
- New Teacher Induction/What I Didn't Learn in College				
- New Administrator Induction				
- Teacher Mentor Training				

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of St. Vrain Community Montessori School Contract Renewal

RECOMMENDATION

That the Board of Education approve the 2019-2022 contract with St. Vrain Community Montessori School.

BACKGROUND

The District negotiated a standardized three-year contract document with the charter schools in 2016. This year, the charter schools negotiated together to refine and update this standardized document. The three-year term remains, but the contract now contains two optional one-year renewals.

Montessori's contract specifies that they have a public preschool, and they will purchase services from the District in lieu of receiving some federal and state grant funds directly.

All charter school contracts were discussed at the June 12, 2019 Board Meeting, and are presented individually this evening for approval.

CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ST.VRAIN COMMUNITY MONTESSORI SCHOOL

TABLE OF CONTENTS

Section	Caption	Page
	RECITALS	4
1.	DEFINITIONS	4
2.	ESTABLISHMENT OF SCHOOL	
2.1	Term	6
2.2	Charter school legal status	6
3.	DISTRICT-SCHOOL RELATIONSHIP	
3.1	District responsibilities and rights	7
3.2	School responsibilities and rights	8
3.3	Procedures for contract amendments	11
3.4	District-School dispute resolution procedures	12
3.5	Other remedies	13
3.6	District violations of charter school law or contract	14
4.	SCHOOL GOVERNANCE	
4.1	Governance	15
4.2	Corporate purpose	15
4.3	Transparency	15
4.4	Complaints	15
4.5	Contracting for core educational services	15
5.	OPERATION OF SCHOOL AND WAIVERS	
5.1	Operational powers	16
5.2	Transportation	16
5.3	Food services	16
5.4	Insurance	16
5.5	Waivers	17
6.	SCHOOL ENROLLMENT AND DEMOGRAPHICS	
6.1	School grade levels	19
6.2	Student demographics	19
6.3	Eligibility for enrollment	19
6.4	Enrollment preferences, selection method, timeline and procedures	19
6.5	Admission procedures	19

6.6	Participation in other District programs	21
6.7	Non-resident admissions	21
6.8	Student movement after October 1	21
6.9	Expulsion and denial of admission	21
6.10	Continuing enrollment	22
7.	EDUCATIONAL PROGRAM	
7.1	Vision and mission	23
7.2	Unified Improvement Plan	23
7.3	District Accreditation Indicators	23
7.4	Educational program characteristics	23
7.5	Online program	23
7.6	Curriculum, instructional program and pupil performance standards	23
7.7	English language learners	23
7.8	Education of students with disabilities	24
7.9	Education of students with 504 Plans	26
8.	FINANCIAL MATTERS	
8.1	Revenues	27
8.2	Disbursement of per pupil revenue	28
8.3	Adjustments to funding	29
8.4	Budget	29
8.5	Enrollment projections	29
8.6	TABOR reserve	30
8.7	Non-appropriation of funds	30
8.8	Contracting	30
8.9	Annual audit	30
8.10	Quarterly reporting	31
8.11	Non-commingling	31
8.12	Encumbrances and borrowing	31
8.13	Accounting system	31
8.14	Building corporation	31
9.	PERSONNEL	
9.1	Employee status	32
9.2	District teachers	32
10.	SERVICE CONTRACTS WITH DISTRICT	
10.1	Direct costs	33
10.2	District services	33
10.3	Special education services	33
10.4	Student information data processing system	33
10.5	Substitute Scheduling System	33
10.6	Personnel services	34
10.7	Additional services	34

11.	FACILITIES	
11.1	Location	35
11.2	Use of District facilities	35
11.3	Impracticability of use	35
11.4	Long-range facility needs	35
12.	CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE	
12.1	Renewal	36
12.2	Termination and appeal	36
12.3	School-initiated closure	36
12.4	Dissolution	37
12.5	Return of property	37
13.	GENERAL PROVISIONS	
13.1	Order of precedence	38
13.2	Amendments	38
13.3	Merger	38
13.4	Non-assignment	38
13.5	Governing law and enforceability	38
13.6	No third-party beneficiary	38
13.7	No waiver	38
13.8	Notice	38
13.9	Severability	39
SIGNATURE PAGE		40
EXHIBIT A	WAIVERS FROM STATE LAW AND/OR REGULATIONS	
EXHIBIT B	DISTRICT POLICY EXEMPTIONS/WAIVERS	
EXHIBIT C	OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION	
EXHIBIT D	ENROLLMENT PROCEDURES	
EXHIBIT E	UNIFIED IMPROVEMENT PLAN	
EXHIBIT F	DISTRICT ACCREDITATION INDICATORS	
EXHIBIT G	EDUCATIONAL PROGRAM CHARACTERISTICS	
EXHIBIT H	PLAN FOR ENGLISH LANGUAGE LEARNERS	
EXHIBIT I	DUE PROCESS GUIDELINES AND CHECKLIST	
EXHIBIT J	ADDITIONAL SERVICES AGREEMENT	

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 26, 2019 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district, hereafter referred to as the "District" and **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 a renewal charter application for School as a District charter school through June 30, 2022, 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 Charter School Name.

Charter Board shall mean the Charter School Name. Board of Directors.

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

Administrator shall mean the principal/executive director of the School.

Application shall mean the School's application for a charter school, dated October 22, 2008.

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

CDE shall mean the Colorado State Department 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 May 8, 2019.

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

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

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, 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.

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.

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.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

2. ESTABLISHMENT OF SCHOOL

2.1 Term. This Contract is effective as of July 1, 2019 for a three-year period, terminating on June 30, 2022. The District may extend the Contract for two (2) separate one (1) year terms. The District shall provide the School with written notice no less than one-hundred fifty (150) days prior to June 30, 2022 in order to exercise the first one (1) year term extension and with written notice no less than one-hundred fifty (150) days prior to June 30, 2023 in order to exercise the second one (1) year term extension. Except as herein contained or otherwise agreed pursuant to Section 13.2 (Page 38), all other terms and conditions of the Contract shall remain the same under the one (1) year extension(s).

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 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 non-profit. 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 (Page 17) 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.

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 that 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 (10) 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 3.2.5.a (Page 10)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 (Page 23).

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 (Page 33), 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. 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 (3) 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. Any time there is knowledge of an incident involving an employee or student that may generate significant negative press or public notoriety to the school or school district.
7. A change in the administrative leader of the School.

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 or indictment 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 (60) 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 CDE as set forth in 1 CCR 301-37, §15.00.
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 Safety. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August to the District

Security Manager, who will be responsible for communicating the information to local responders.

3.2.4 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 (Page 17). 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.

3.2.5 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 (10) Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 (Page 12) 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 (10) business days or such other time as the parties may agree to cure such breach.

b. Required financial reports (in Excel format, unless otherwise noted)

    1. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    2. Annually, as specified:
        i. Calendar year-end trial balance – February 1
        ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        iii. Projected enrollment – Preliminary by Feb 1, adjusted by March 15
        iv. Proposed Budget – April 15
        v. Charter Board adopted budget – June 30
        vi. Draft of annual audit with Trial Balance – September 1 or as reasonably scheduled by District auditors
        vii. Verification of prior year charter approved special education expenditures – September 15

viii. Final annual audit with Trial Balance – October 1 or as scheduled by District auditors

ix. 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.

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 and January 31.

i. The District HR department will retain information on School personnel provided on the completed CDE Employee Data Collection Form.

ii. 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 CDE or other Federal or State governmental authorities.

iii. The School will communicate with the District regarding employees requiring SVVSD accounts (to include Active Directory and Infinite Campus; does *not* include email except where noted in Exhibit J), and within 48 hours of employee termination in order to ensure those accounts are disabled in a timely manner.

3.2.6 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 (60) 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.

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 (3) 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 ten (10) calendar days after the close of the hearing. Such report will contain findings provided that the arbitrator is not authorized to modify, add to or subtract from this agreement. The arbitrator will issue a brief, confidential statement of findings and a recommendation to the parties. The Board of Education may act to accept or reject such recommendation at the next regularly scheduled meeting occurring at least two weeks after receipt of the arbitrator's recommendation and, at that time, will release the arbitrator's findings within the meaning of C.R.S. 22-30.5-107.5(3)(b).

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 (Page 36). 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 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.

a. 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 3.2.5 (Page 10) by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4 (Page 29).

b. 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, C.R.S. 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.

c. 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 3.4.b (Page 12). 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.

d. 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.

e. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in Section 8 (Pages 27-31) or deficiencies related to financial reporting requirements outlined in section 3.2.5.b (Page 10) occurs, the District may, upon Board action, require the school to:
   1. 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
   2. 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 (Page 12).

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 (Page 6) 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, 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.

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 which will not be unreasonably delayed or denied); 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 insurance (including owned, hired and non-owned vehicles). The School will also purchase a bond or crime insurance and property insurance that covers 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

(10) Days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.
In consideration of the possibility of a data breach of protected information and/or the introduction of malicious code, and due to the Charter contracting with the District to use certain shared platforms that contain protected information, responsibility for the breach of information shall be governed as follows. For a covered cause of loss, District liability coverage may extend if the Charter is affected by a claim or loss resulting from the District's failure to properly handle, manage, store, destroy, or otherwise control Personally Identifiable Information, educational information, financial information, or other forms of protected information, subject to policy terms, conditions, and exclusions. if the breach is caused by a system the District contracts for that the charters use, the District insurance is primary.

If the cause of loss is determined to result from a third party vendor or contractor contracted by the Charter, or a breach stemming from the Charter, or Charter users of the platform, coverage would be the responsibility of the Charter's liability carrier. The charter agrees to indemnify the District against any claims or causes of loss that arise from any successful or attempted breach of data at the level of the Charter or the Charter's users.

5.5 Waivers.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

   Waivers are not required, but may be granted or requested for purposes of clarity, when a statute or policy by its express terms does not apply to charter schools. The District will reasonably cooperate with the School in granting waivers of policy or applying for waivers of statute when such waivers are necessary or appropriate to enable the School to serve the best interests of students and fulfill its mission.

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

b. 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.

c. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty

(30) 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 (30) 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.

d. 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.

e. A list of all state waivers is included as **EXHIBIT A**. A list of all District policy waivers is included as **EXHIBIT B.**

6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through grade eight, including other ancillary activities.

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 C**, 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 D**.

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

a. Following the application deadline and upon completing the lottery, if appropriate, the School shall request that the student/District provide the most recent Individualized Education Program ("IEP") IEP or Section 504 Plan, if any.

b. When an applicant has an existing IEP Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District Special Education representative shall review the IEP Plan, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the services 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 Special Education representative will convene a complete IEP Plan team to make the final determination. If the determination by the full team is that the IEP Plan cannot be fully implemented at the School and therefore a Free Appropriate Public Education (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 Plan Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Special Education, along with parents, will participate in the IEP Plan Team meeting at the School.

c. Admission of applicants with an IEP Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the IEP Plan , unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP Plan team review meeting is held and the Plan 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 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

d. When an applicant has an existing Section 504 Plan, prior to the decision to deny admission, a Review Team consisting of the School Principal or designee, the School 504 Coordinator, and the executive director of Student Services shall review the Section 504 Plan. If deemed appropriate, the Review Team will confer with staff at the student's previous school to determine whether the services 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 executive director of Student Services will convene a Section 504 Plan team to make the final determination. The 504 Plan Team shall consist of the principal or designee of the charter school, parents of the student, the area assistant superintendent(s) of schools, the executive director of Student Services and any other participants as required by federal law. If the determination by the 504 team is that the Section 504 Plan cannot be fully implemented at the School, the student's application for admission will be denied and the student's current placement will be determined by the 504 Plan Team. If the 504 Plan Team cannot reach consensus, then the student's placement will be determined by the area assistant superintendent(s) of the sending and receiving schools.

e. Admission of applicants with a Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with a Section 504 Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full Section 504 Plan team review meeting is held and the Plan

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 Section 504 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

f. 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.

6.6 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.

6.7 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 reside outside the District. Once accepted for enrollment, a non-District resident student may re-enroll 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. The Charter Board, however, 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, in conformance with state statutes and the District's policies 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., to conduct a due process hearing. To ensure a fair process, the Charter Board must provide notice of the contemplated action to the student and parents/guardians. The Board must also prepare an evidence notebook regarding the grounds for expulsion including, without limitation, student data, witness statements, photographs, copies of school rules/regulations, and other evidence. The evidence must be presented to a designated hearing officer at the hearing to render findings of fact and

recommendations in accordance with relevant state and federal laws and the District's policies regarding expulsion and denial of admission. Following a hearing, the Charter Board's designated hearing officer shall issue its confidential written recommendation and convey the same, together with the evidence notebook described above and a copy of the taped proceedings, to the District no later than two (2) school days after the hearing. The District's Superintendent or designee shall review the hearing officer's recommendation and the file and determine whether the School's removal was warranted and in compliance with federal and state laws and the School's policies. The Superintendent or designee will issue a written decision, which shall be final as to the removal of the student from enrollment in the School. The approval to remove a student from the school shall not be unreasonably withheld.

The District's Superintendent or designee shall additionally determine whether the grounds for removal from the School also constitutes grounds for possible expulsion from all schools within the District, and the District may proceed with an expulsion hearing pursuant to the District's policies and regulations.

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.

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 E**.

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 F**. 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 G**, subject to modification with the District's written approval.

7.5 Online 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 CMAS tests as required by the State, subject to the statutory right of parents to opt out of the test. The School will not impose consequences on students or parents that have the effect of encouraging or discouraging students or parents from opting out. The School may recommend or reasonably advocate that parents not opt out. 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 H**. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.

7.8 Education of students with disabilities.

a. 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.

b. The District will provide all special education support services to students at the School, except that the School will hire its own special education teacher(s) and paraprofessionals subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education. 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. The school may hire itinerant staff with District approval, subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education.

c. The cost for special education services is described in Section 10.3 (Page 33). 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), CDE's Federal Complaints Officer, or Individuals with Disabilities Education Act (IDEA) due process proceedings. In the case that findings from the complaint indicate gross negligence of school staff, the School shall have the responsibility for paying for all fees and expenses, including attorneys' fees, expert costs, settlements and judgments, incurred and related to the School's special education students. 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 Review Team, it will be the responsibility of the District.

d. 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. In the case where The School Administrator and

the Director of Special Education disagree about interpretation or application of statute or regulation with regard to a matter at The School, The School may express any legal concerns to counsel for the District prior to a final decision being communicated by the Executive Director of Special Education with regard to said matter.

e. 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 Special Education, 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.

f. 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 during the school year, following their employment, and be supported by a mentor selected by the Special Education Department throughout the first year of employment.

g. 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.

h. 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.

i. If a student needs support outside of the school day to participate in a school-related activity, the support must be pre-approved by the Special Education Executive Director. If the need is determined and approved by the Special Education Executive Director, the school shall have responsibility for hiring and paying for the support and the cost shall be included in the cost model outlined in Section 10.3 (Page 33).

a. 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.

b. 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.

c. Gifted and Talented services will follow state approved pathways for identification and the provision of services.

7.9 Education of students with 504 Plans. 504 Plans are developed by the School. The School must have a designated 504 Plan coordinator. The District will provide training and consultation to the School 504 Plan coordinator.

8. FINANCIAL MATTERS

8.1 Revenues

1. District Per Pupil Revenue (PPR) 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 PPR 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 funds) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds by the District. 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. In lieu of funds, the School may receive federally funded goods or services from the District. Specific goods and services would be negotiated and documented in **EXHIBIT J.**

3. State categorical aid. On or before January 25 of each year, the District will provide to the School the School's proportionate share of applicable state categorical aid received by the District for which the School is eligible (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 and capital construction funds). Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required. In lieu of funds, the School may receive categorically funded goods or services from the District. Specific goods and services would be negotiated and documented in Exhibit J. Special Education costs and reimbursements will be addressed as stated in Section 10.3 (Page 33).

4. Mill Levy Override Funds. The Parties acknowledge that the General Assembly adopted HB 17-1375, effective June 2, 2017, codified in Section 22-32-108.5,

C.R.S. (2017), concerning the distribution of Additional Mill Levy Revenue to charter schools. The District has adopted a plan under the Revenue Sharing Bill ("HB 17-1375 Plan"). Subject to the paragraph below, the St. Vrain Valley School District HB 17-1375 Plan will provide that, for the current fiscal year, the District will allocate ninety-five percent (95%) of the total 2008 and 2012 Mill Levy Override revenue to the School, divided by the certified District-wide Funded Pupil Count, multiplied by the School's certified Funded Pupil Count for the current fiscal year. The amount allocated may be prorated in the event that the charter school ceases operation part-way through the year. This plan will commence in FY 2019-20 and continue thereafter unless amended by the District's Board following any periodic review of the plan.

Notwithstanding anything to the contrary contained above, in the event any portion of HB-1375 is found to be illegal, invalid, or unenforceable for any reason, the Parties agree that the H.B. 17-1375 Plan and the allocations above may be rescinded or revised by the District Board and that the Parties will reopen negotiations concerning amending this Contract for the remainder of the term. The District's Board of Education reserves the right to contract with or financially support any charter school on an ad-hoc, individual, and discretionary basis in order to benefit St. Vrain students and further the mission and vision of the District. Any such contracts or support shall not be deemed to modify the established HB 17-1375 Plan.

5. Bond Issues. The District will allow for representation by the charter schools on any committee established by the District to assess and prioritize the District's capital construction needs. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time, but no later than June 1 of the applicable election year.

6. Annual accounting. As required by state statute, the District shall provide a final accounting of costs to the School by September 30 of each year. Any imbalance of funds shall be corrected by October 31. The District will use the School's year-end financial information to establish the special education (or other agreed to categorical) expenditures to be included in the annual accounting reconciliation. The School must verify its special education (or other agreed to categorical) expenditures prior to September 15 of each year in order for the District to meet the State Statute deadlines.

8.2 Disbursement of Per Pupil Revenue (PPR). Commencing on or around July 25th, but not to exceed the last business day of the month of the contract term, District PPR funding, as described in Section 8.1 (Page 27) 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 (Page 29). 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 (Page 29).

8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: On or around December 26, but not to exceed the last business day of the month, 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 or around December 25 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 payment, so that funding is equal to the PPR provided for in this Contract, will be made no later than the on or around June 25 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 of each year, 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 of each year, 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 (Page 13).

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 having a per event or annual value greater than $5,000.00 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 generally accepted accounting standards and governmental accounting pronouncements performed by a certified public accountant each fiscal year. The audit shall comply with the CDE's Financial Policies and Procedures Handbook, Data Pipeline requirements, etc. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in Section 3.2.5.c (Page 11) of this contract. A failure by the District to provide required information to the School by its deadline shall reopen negotiations on the School's audit deadlines, provided that no delay in the timeline shall exceed the number of days that the District was late. 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.e (Page 14).

8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(1)(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 each month. The format of the reports must be 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 CDE. 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 must use the financial reporting method for the building corporation required by the District.

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.

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 nursing services, and 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 signed by 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 Special Education. 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 security and 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 J**).

10.5 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's Substitute Scheduling System. The School 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 J**). The School will agree to pay the substitute rates as set annually in **EXHIBIT J**. Such rates will include a flat rate to cover worker's compensation costs.

10.6 Personnel services. 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.

10.7 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 J**. 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 J** must be negotiated under a separate services agreement.

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 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 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.

12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. Timeline and process. The School will submit its renewal application by 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 school year before the School's Charter expires. If the Board of Education decides not to renew the Charter, it will detail the reasons in its resolution.

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 District Charter Schools (Procedures for Establishment, Review, Renewal, Revocation and Closure).

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, Page 12) 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 PPR funding as described in Section 8.1 (Page 27) will be reduced by adjusting from the date of conclusion of services to the end of the school year.

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.

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.

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 (Page 12) 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 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 (3) 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.

IN WITNESS WHEREOF, the parties have executed this Contract by June 26, 2019.

ST. VRAIN COMMUNITY MONTESSORI SCHOOL
1055 DELAWARE AVENUE
LONGMONT, CO 80501

By_____
Jennifer Kemp, President
Board of Directors

ATTEST:

_____
Brian Harper, Vice President/Treasurer

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

By_____
Joie Siegrist, President
Board of Education

ATTEST:

_____
John Ahrens, Secretary
Board of Education

EXHIBIT A

WAIVERS

Waivers from Colorado Revised Statues and/or

Rules/Regulations Automatic Waiver List as of 6/2/2017

State Statute Citation	Description
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4), C.R.S.	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S	School Year-National Holidays

STATUTORY WAIVERS – Additional Waivers

22-7-1014(2)(a) C.R.S., Use of School Readiness Assessments

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

22-9-106(4), C.R.S. Certificated Personnel Evaluations

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

22-9-106(4), C.R.S Certificated personnel Evaluations

22-32-109 C.R.S Board duties – selection of personnel

22-32-109(1)(b), C.R.S Board duties – purchase of goods and service

22-32-109(1)(cc), C.R.S Board duties – dress code for staff

22-32-109(1)(n)(I), C.R.S Board duties – length of school year

22-32-109(1)(n)(II), C.R.S Board duties –hours of instruction

22-32-109(1)(n)(II)(B), C.R.S. Adopt district calendar

22-32-110(1)(y), C.R.S Board powers – accept gifts, donations, or grants

22-32-119, C.R.S Kindergarten

22-32-120, C.R.S. Food Service Facility

22-33-106, C.R.S. Grounds for suspension, expulsion, and denial of admission

22-60.5-301, C.R.S Licenses and standards for principals

22-63-103(10), C.R.S Teacher employment – substitutes

Requested State Statute Non-Automatic 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.

C.R.S. § 22-2-112(1)(q)(I) Commissioner Duties –Reporting
This section requires schools to report teacher evaluation ratings as part of the commissioner's report.

Rationale: St. Vrain Community Montessori Charter School will not be required to report their teacher evaluations ratings as part of the commissioner's report as required by C.R.S. 22-2-112 (I)(q)(I).

Replacement Plan: St. Vrain Community Montessori School has a Montessori will not be required to report their teacher evaluation data; however teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the academic operating years through June 30, 2016.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

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 St. Vrain Community Montessori School's curriculum and the overall program design.

Expected Outcomes: St. Vrain Community Montessori School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

C.R.S. § 22-7-1014(2)(a) Readiness Assessments
Requires each district to administer the school readiness assessment to each student.

Rationale: St. Vrain Community Montessori Charter School should be granted the authority to implement relevant curriculum and assessments that meet or exceed criteria for "determining the instruction and interventions students need to improve their readiness to succeed in school" [C.R.S. 22-7-1014 (2)(a)]. Assessment in the domains of physical well-being, motor development, social and emotional development, language and comprehension development, and cognition and general knowledge begin during admission to kindergarten and are continually assessed, and remediated as necessary, throughout the school year. There are multiple checkpoints to monitor achievement and multiple channels of support available throughout the program that meet the spirit and intent of the School Readiness Assessment law. Data is collected and housed in

Electronic Record Keeping (Montessori specific, standards-aligned data warehouse) and Alpine Achievement.

The data will be collated into a spreadsheet that lists the student, a score for each assessment, a total score for each category addressed in C.R.S. 22-7-1014(2)(a), and any other pertinent information, such as whether the student has an I.E.P., READ plan, E.L.A. plan, or MTSS plan that impacts performance in any category. In cases in which multiple assessments exist within a category, such as Language and Comprehension development, standardized assessment scores will be weighted equally with classroom assessment scores to provide a total score. We will be able to submit this data upon request to our Authorizer or other authorized agencies.

Replacement Plan: St. Vrain Community Montessori School has a Montessori curriculum aligned to the Common Core State Standards as evidenced in our charter agreement. The goal of Montessori education is to guide children while they become their best selves cognitively, socially, physically, and emotionally. Our comprehensive curriculum addresses:

Physical well-being and motor development:

- Upon admission to SVCMS, parents are required to provide documentation from preschool regarding the child's physical well-being, allergies, medications, and motor development. Evidence of vision and hearing screening are required, along with full medical information, including most recent health screening and immunizations. Parents are screened for any information regarding delays or difficulties in the child's development, severe illness or trauma, and remediation plans are instantly created and in place when the child starts kindergarten, including any transferrable IEPs for speech or any other area in need of development. Pertinent data from the student's cumulative file is entered into Alpine Achievement, so it can be accessed by authorized persons who work with the child.
- Students participate daily in physical activities with a teacher that meet or exceed state standards. Students are assessed regularly on gross motor development. Additionally, students participate frequently in other physical activities in the classroom so that classroom teachers can assess gross motor development. Performance and observation assessment data is entered into Electronic Record Keeping, our Montessori-specific, standards-aligned data warehouse.
- Students participate daily in the Montessori Practical Life curriculum that addresses fine motor development through transferring liquid and solid objects with tongs and basters, pouring, tweezing, pin works, eye dropper works, polishing crystal, hammer/nail work, tool work, table and mirror cleaning, stringing beads, flower arranging, tying, lacing, zipping, buttoning, hooking, and snapping works. Progress is monitored by weekly observation and entered onto teacher checklists and then into Electronic Record Keeping.
- Students participate in art education that meets or exceeds state standards. Students participate in drawing, painting, sculpting, sewing, measuring, and creating with yarn, paper Mache, and other seasonal items. Data from observations and performance assessments are entered into teacher checklists and summaries are entered into Electronic Record Keeping.

- If assessments reveal that children are in need of assistance with gross or fine motor development, they can receive interventions. The school creates and implements a plan in cooperation with parents to ensure student success.

Social-emotional development (based on State Standards)

- The Montessori curriculum is a whole-child approach to education, and social and emotional development are high priorities. As such, teachers observe children's social and emotional development per criteria articulated in Electronic Record Keeping which are developmentally appropriate and aligned to state standards: social development, critical thinking, problem solving, work habits, and being accountable for work.
- The Montessori approach to education emphasizes and nurtures the child's ability to become self-regulating through the philosophy of freedom with responsibility.
- Children continuously increase and strengthen executive function that helps them pay attention, remember directions, and control their behavior. They are also responsible for planning which lessons they will work on daily.
- St. Vrain Community Montessori Peace, Health and Safety lessons, explicitly teach children how to follow rules for safety and how to nurture harmonious relationships, including managing emotions, and problem-solving. We also implement Positive Behavior Support best practices that encourage positive peer relationships.
- Children who are observed to have social/emotional concerns beyond those that are intermittent and naturally occurring in normal growth and development are referred to the MTSS team, evaluated, and are able to receive further psychological testing as indicated by initial evaluations. Once an intervention plan is created, it is monitored frequently by all parties and adjusted as necessary to meet the child's needs.

Language and comprehension development (based on State Standards)

- Students receive 60-90 minutes of daily instruction using the Montessori curriculum. Montessori offers a comprehensive program for reading, writing, listening, and speaking that build phonemic awareness, phonological skills, decoding, encoding, vocabulary, comprehension, grammar, and writing.
- The school administers the DIBELS three times a year. Any student who does not make benchmark is referred to the reading interventionist who will prescribe interventions to be carried out in the classroom in accordance with the READ Act. If the student is substantially below benchmark, s/he is placed on a READ plan. Diagnostic testing is conducted to identify areas in need of further development or remediation.
- Students on a READ plan and others for whom reading is a struggle are assisted in receiving summer instruction through a Summer Reading Program or at the school itself to prevent summer learning loss.
- Second language learners are able to receive intervention services from the ELL teacher, as determined by WIDA and ACCESS testing, and are also given the opportunity for extended summer learning through a Summer Program or at the school.
- In the case of reporting on school readiness, standardized assessments such as ACCESS and DIBELS will be weighted equally with classroom teachers' and specialists' performance measures to produce a balanced view of the child's needs

and strengths. Classroom teachers, specialists, parents, and interventionists will work together to create and implement a remediation plan for the student.

Cognition and general knowledge (based on State Standards)

- Students receive Montessori math instruction aligned to the Colorado State Standards in the following areas: Numbers; Decimal System; Place value; addition, subtraction, multiplication, division; Linear Counting; bead stairs, ten boards, teen boards, skip counting by 2, 5, etc. Facts and tables; snake game, strip boards; hierarchies, money, time, and geometry.
- Children are observed and monitored daily and data on their progress is entered into Electronic Record Keeping on a weekly basis. Children who need extra instructional time are able to work with the teacher and classroom assistant in a small group or 1:1 basis.
- Children who need remedial work in these areas are matched with tutors, or into the school's summer tutoring program.
- Science-students learn about various topics, including: Physical Science; states of matter, water, light, air, sound, magnetism, friction, heat, weight, electricity, weather, and rocks: Zoology; living vs. nonliving, vertebrates, invertebrates, external parts of vertebrates; fish, amphibians, reptiles, birds, and mammals, evolution of man, study of the human body and practicing self care: Botany; trees, shrubs, flowers, plants, leaves: Universe; solar system, stars, asteroids, galaxies: Geology; formation of the Earth. Children are regularly assessed to monitor progress.
- History and Geography are taught through the Montessori, standards--- aligned curriculum including: the study of time, cultures, historical time lines; Geography works include globes, land forms (lake, gulf, strait, bay, archipelago), North America, South America, Europe, Asia, Africa, and Oceana and their associated cultures and flags.
- Assessment information is gathered from formal curriculum assessments and teacher observations and housed in Electronic Record Keeping, based on appropriate developmental guidelines and State Standards.

Any student not making adequate growth in any of the above areas is able to work in small groups or one on one with the classroom teachers and/or assistants. One of the great strengths of the Montessori approach is that small group and individual instruction is the norm, not the exception. Therefore, we are able to identify performance discrepancies very early in the instructional process. Data-driven MTSS plans are created and documentation attached, including formal assessments, informal assessments, and developmental checklists. Information is housed in both Electronic Record Keeping and Alpine Achievement (internet based achievement data management system) and can be merged into a spreadsheet for reporting purposes. The system allows users to compile data from multiple sources to generate summary reports and allows seamless distribution to anyone working with the child.

If students do not respond to instruction by demonstrating adequate growth, they can be referred for further assessment as the team works through the MTSS process.

Methods and assessments used are clear, relevant, and have the goal of improving student academic growth, and meet the intent of the quality standards established in

State Statute 22-7-1014(2)(a). The only real difference will be how that information is compiled and disseminated.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St. Vrain Community Montessori School.

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 St. Vrain Community Montessori School's curriculum and the overall program design.

Expected Outcomes: St. Vrain Community Montessori School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

C.R.S. § 22-32-109.1(2)(a) Conduct and Discipline Code
Management of student conduct.

Rationale: SVCMS operates independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own conduct and discipline policies, rules, and regulations.

Replacement Plan: The SVCMS Board adopts policies and the Head of School will prescribe rules and regulations for the code of conduct and discipline of the school with input from faculty and staff.

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: SVCMS will maintain a safe environment with high expectations for responsible and compassionate behavior.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to develop and implement a code of conduct policy consistent with the school's philosophy and approach to Montessori education.

C.R.S. § 22-32-109(1)(b) C.R.S Board duties
Purchase of goods and services

Rationale: SVCMS operates independently from other schools in the District and should be delegated the authority to develop, adopt policies and rules and regulations for the efficient administration of competitive bidding and purchasing of goods and services for the School.

Replacement Plan: SVCMS will develop and adopt policies, rules, and regulations to establish and maintain efficient and effective systems for the purchasing of goods and services for 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 the School.

How the Impact of the Waivers will be evaluated: The impact of the waiver is that the School will establish and maintain an efficient and effective system for the competitive purchase of goods and services.

Expected Outcome: SVCMS expects that, as a result of this waiver, it will be able to establish and maintain purchasing procedures in accordance with the school's policies and regulations.

C.R.S. § 22-32-109.7 Board duties - selection of personnel
Specifies duties of local boards with regard to background checks of employees and contacts with previous employers.

Rationale: SVCMS is responsible for the hiring and management of its employees, and will conduct background and reference checks according to the school's personnel policies and procedures.

Replacement Plan: The SVCMS Board will adopt policies and the head of school 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.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to select and employ its own teachers and staff in accordance with the terms and conditions of its own policies and regulations, administer its affairs in an efficient manner, and accomplish its mission as set forth in the application.

C.R.S. § 22-32-109(1)(cc) Board duties - dress code for staff
Adopt dress code for staff

Rationale: SVCMS will operate independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own dress code for staff.

Replacement Plan: The SVCMS Board adopts dress code policies and the Head of School prescribes rules and regulations for implementation of those policies.
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 waiver is that SVCMS will establish and maintain the dress code policies for its staff.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to establish and maintain dress code policies in accordance with the school's policies and regulations.

C.R.S. § 22-32-109(1)(n)(l) Length of School Year
Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.

C.R.S. § 22-32-109(1)(n)(ll) District Calendar
Establishing a school calendar for the district

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)(y)
Board duties: accept gifts, donations, or grants

Rationale: SVCMS operates independently from other schools in the District and should be delegated the authority to develop, adopt policies and rules and regulations for the efficient acceptance of gifts, donations, and grants for the School.

Replacement Plan: SVCMS will establish and maintain effective and efficient systems for accepting gifts, donations, and grants.
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 the School

How the Impact of the Waivers will be evaluated: The impact of the waiver is that the School will establish and maintain an efficient and effective system for accepting gifts, donations, and grants.

Expected Outcome: SVCMS expects that, as a result of this waiver, it will be able to accept gifts, donations, or grants using procedures in accordance with the school's policies and regulations

C.R.S. § 22-32-119 Kindergarten
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 charter and 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.

C.R.S. § 22-32-120 Food Service Facility
Gives local boards of education the power to establish, equip, and operate a food-service facility and sets minimum requirements for such a facility.

Rationale: SVCMS will adopt a lunch program policy on an annual basis to determine services provided and vendor decisions.

Replacement Plan: When providing the services through a separate contract, SVCMS may decide all parameters of that service. SVCMS retains the right, as stated in its charter, to not offer meals or beverages.
If a lunch program is offered by SVCMS that is not part of the District program, SVCMS shall provide, at its cost, free and reduced priced meals to needy students in accordance with Board policies and regulations and applicable federal and state laws.

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 criteria and assessments that apply to the School.

Expected Outcome: As a result of this waiver, the School will be able to provide lunch services to the benefit of its students

C.R.S. § 22-33-106 Grounds for Expulsion
Listing of grounds school districts may use for suspension, expulsion, or denial of admission.

Rationale: SVCMS should be delegated the authority to implement suspension, or removal as otherwise called for in the charter contract, consistently with applicable laws.

Replacement Plan: SVCMS will develop policy and implement procedures regarding suspension or removal as stated in the charter contract.

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 effectiveness and fairness of the code of conduct and discipline policies at SVCMS.

Expected Outcome: SVCMS expects that it will maintain a safe school environment.

C.R.S. § 22-9-106 Evaluation of Personnel
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. § 22-9-106 (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.

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 and contract.

C.R.S. § 22-60.5-301 Principals Licenses
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 School from a wide variety of backgrounds, including but not limited to, teachers and persons with Montessori school administration or other professional experience. All SVCMS staff will be employed on an at-will basis.

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 and contract.

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.

C.R.S. § 22-63-204 Sale of Goods
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.
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.

C.R.S. § 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.

C.R.S. § 22-63-202
Requires a written employment contract with teachers, including a damages provision. Provides for the temporary suspension of employment and cancellation of contract.

C.R.S. § 22-63-203 Probationary Teacher Renewal
This section establishes specific requirements for the employment of probationary teachers and their renewal or not, of their contracts.

C.R.S. § 22-63-206 Teacher Employment – Transfer & Compensation
Permits transfer of teachers between schools upon recommendation of the District's chief administrative officer.

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.

EXHIBIT B

DISTRICT POLICY EXEMPTIONS/WAIVERS

Exemptions Requested from SVVSD Policies

The following automatic exemptions are granted for the duration of this Contract beginning July 1, 2019 and through June 30, 2022.

EBCE	School Closings and Cancellations
EEA	Student Transportation
EEAA	Walkers and Riders
EEAC	Bus Scheduling and Routing
EEAE	Bus Safety Program
EEAEA	School Transportation Vehicle Operator Requirements and Training
EEAEAA*	Drug and Alcohol Testing for CDL Drivers
EEAEAA*-R	Drug and Alcohol Testing for CDL Drivers – Regulation
EEAEF*	Video Cameras on Transportation Vehicles
EEAEG*	Use of Wireless Communication Devices by School Transportation Vehicle Operators
EF	School Nutrition Program
FA	Facilities Development Goals/Priority Objectives
FA-R	Facilities Development Goals/Priority Objectives – Regulation
FB	Facilities Planning
FB-R	Long-Range Facilities Planning Committee – Regulation
FBC*	Prioritization of Facility Improvements
FC	School Capacity Mitigation
FD	Facilities Funding
FDA	Bond Campaigns
FDB	Voluntary Capital Mitigation
FDB-R	Voluntary Capital Mitigation – Regulation
FEA	Educational Specifications for Construction
FEB	Architect/Engineer/Project Manager/Construction Manager
FEB-R	Architect/Engineer/Project Manager/Construction Manager – Regulation
FEE	Site Acquisition
FEE-R	Site Acquisition – Regulation
FF	Naming of Facilities
FFA	Dedications, Memorials and Recognitions
GBEBA	Staff Dress Code
GBEBC	Staff Gifts to and Solicitations by Staff
GBGAB	First Aid Training
GBGB	Staff Personal Security and Safety

GBGC	Staff Benefits
GBGD	Workers' Compensation
GBGF	Federally-Mandated Family and Medical Leave
GBGF-R	Federally-Mandated Family and Medical Leave – Regulation
GBGI	Staff Military Leave
GBGK	Staff Legal/Civic Duty Leave
GBJ	Personnel Records and Files
GBK	Staff Concerns/Complaints/Grievances
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules
GCE/GCF	Professional Staff Recruiting/Hiring
GCE/GCF-R	Professional Staff Recruiting/Hiring – Regulation
GCFA*	Hiring of Instructional Staff/Portability of Non-Probationary Staff
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff
GCI	Professional Staff Development
GCKAA*	Teacher Displacement
GCO	Evaluation of Licensed Personnel
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff
GCQE*	Evaluation of Evaluators
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal)
GCS	Professional Research and Publishing
GDA	Support Staff Positions
GDBA	Support Staff Compensation
GDE/GDF	Support Staff Recruiting/Hiring
GDE/GDF-R	Support Staff Recruiting/Hiring – Regulation
GDG	Part-Time and Substitute Support Staff Employment
GDO	Evaluation of Support Staff
GDQB	Resignation of Support Staff
GDQD	Discipline, Suspension and Dismissal of Support Staff
HA	Negotiations Goals/Priority Objectives
HH	Negotiating Organization (Instructional Staff)
IC/ICA	School Year/School Calendar/Instruction Time
IFC	Multiculturalism
IG	Curriculum Development
IHAI	Career and Technical Education
IHAM	Health and Family Life/Sex Education
IHAM-R	Health Education – Regulation
IHAMA	Teaching about Drugs, Alcohol and Tobacco
IHBA	Special Education Programs for Students with Disabilities
IHBB	Gifted Education
IHBD	Equivalence of Services (Title I)
IHBEA	English Language Learners
IHBF	Homebound Instruction
IHBG	Home Schooling

IHBIB	Primary/Preprimary Education
IHBK	Preparation for Postsecondary and Workforce Success
IHBK-R	Preparation for Postsecondary and Workforce Success (Implementation Plan for Student Individual Career and Academic Plans regulation
IHCDA	Concurrent Enrollment
IJ	Instructional Resources and Materials
IJK	Supplementary Materials Selection and Adoption
IJNDAB*	Instruction through Online Programs
IJOA	Field Trips
IJOA-R	Field Trips – Regulation
IJOA-E	Field Trip/Activity Permission Form – Exhibit
IJOC	School Volunteers
IJOC-E	School Volunteer Application – Exhibit
IK	Academic Achievement
IKA	Grading/Assessment Systems
IKA-R	Grading/Assessment Systems (Exemption Procedure and Information to Parents/Guardians) – Regulation
IKE	Ensuring All Students Meet Standards
IKF-R	Graduation Requirements-Physical Education Waiver – Regulation
IKFA	Early Graduation
IKFB	Graduation Exercises
IMB	Teaching about Controversial Issues and Use of Controversial Materials
IMDB	Flag Displays
JC	School Attendance Areas
JC-R	Determination of a Student's School Attendance Area – Regulation
JCAA	School Districting/Redistricting
JCAA-R	School Districting/Redistricting (School Boundary Change Guidelines) – Regulation
JGA	Assignment of New Students to Classes and Grade Levels
JGA-R	Assignment of New Students to Classes and Grade Levels (Students from Home Instruction or Non-accredited Private Schools) – Regulation
JH	Student Absences and Excuses
JH-R	Student Absences and Excuses – Regulation
JHD	Exclusions and Exemptions from School Attendance
JIC	Student Conduct
JICA	Student Dress Code
JICC	Student Conduct in School Vehicles
JICC-R	Student Conduct in School Vehicles – Regulation
JICDA	Code of Conduct
JICDE*	Bullying Prevention and Education
JICEA	School-Related Student Publications (School Publications Code)
JICEA-R	School-Related Student Publications (School Publications Code) – Regulation
JICEC*	Student Petitions and Distribution of Non-Curricular Materials
JICEC*-R	Student Petitions and Distribution of Non-Curricular Materials – Regulation
JICF	Secret Societies/Gang Activity

JICG	Use of Tobacco by Students
JICH	Drug and Alcohol Involvement by Students
JICH-R	Drug and Alcohol Abuse by Students – Regulation
JICI	Weapons in School
JIH	Student Interviews, Interrogations, Searches and Arrests
JIH-R	Student Interviews, Interrogations, Searches and Arrests – Regulation
JIHB	Parking Lot Searches
JII	Student Concerns, Complaints and Grievances
JII-E	Grievance Form – Exhibit
JJA-1	Curriculum Related Student Organizations
JJA-2	Student Organizations – Open Forum
JJA-2-R	Non-Curricular Student Organizations (Secondary Schools) – Regulation
JJA-2-E	Request for Building Use by Non-Curricular Student Groups – Exhibit
JJF	Student Activities Funds
JJH	Student Travel
JJIB	Interscholastic Sports
JJJ	Extracurricular Activity Eligibility
JJJ-R	Extracurricular, Co-Curricular and Intramural Activity Eligibility – Regulation
JK	Student Discipline
JKBA*	Disciplinary Removal from Classroom
JKBA*-R	Disciplinary Removal from Classroom – Regulation
JLCF	District School Nurses
JLCF-R	District School Nurses – Regulation
JLD	School Counseling Programs
JLIF	Use of Safety and Security Technologies
JLIF-R	Use of Safety and Security Technologies – Regulation
JLJ*	Physical Activity
JM	Student Awards, Honors and Scholarships
JM-R	Student Awards, Honors and Scholarships – Regulation
JQ	Student Fees, Fines and Charges
JQ-R	Student Fees, Fines and Charges – Regulation
JQ-E	Schedule of Student Fees – Exhibit
KE	Public Concerns and Complaints
KEC	Public Concerns/Complaints about Instructional Resources
KEF*	Public Concerns/Complaints about Teaching Methods, Activities or Presentations
KF	Community Use of School Facilities
KHB	Advertising and Sponsorships
KHB-R	Advertising and Sponsorships – Regulation
KHC	Distribution/Posting of Non-curricular Materials
KHC-R	Distribution/Posting of Non-curricular Materials – Regulation
KI	Visitors to Schools

The following non-automatic exemptions are requested from SVVSD policies for the duration of the Contract, beginning July 1, 2019 and through June 30, 2022. Replacement policies are available on the School's website.

Section A: District Foundations

AC	Nondiscrimination/Equal Opportunity
AC-E-1	Nondiscrimination/Equal Opportunity (Sample Notice)
AC-E-2	Nondiscrimination/Equal Opportunity (Complaint Form)
AC-R	Nondiscriminiation/Equal Opportunity (Complaint and Compliance Process)
ACE	Nondiscrimination on the Basis of Disability
AD	School District Mission/ Educational Philosophy
ADC	Tobacco-Free Schools
ADD	Safe Schools
ADD-R	District Safety/Security Committees
ADF	School Wellness
AE	Accountability/Commitment to Accomplishment
AED*	Accreditation
AEE*	Waiver of State Law and Regulation

Section B: School Board Governance and Operations

BBA	School Board Powers and Responsibilities
BBBA	Board Member Qualifications
BBBE	Unexpired Term Fulfillment/Vacancies
BBBG	Board Elections
BC	School Board Member Conduct
BC-R	School Board Member Financial Disclosure
BC-E-1	Code of Ethics for School Board Members
BC-E-2	Board Member Code of Ethics
BCAA	Gifting, Awards, Honorariums and Sponsorships
BCAA-E	Gifting, Awards, Honorariums and Sponsorships Guidelines
BCB	School Board Member Conflict of Interest
BDA	Board Organizational Meeting
BDB	Board Officers
BDF	Advisory Committees
BDFA	District Personnel Performance Evaluation Council
BDFB	Career and Technical Advisory Committees Council (Career and Technical Program)
BDFC	Preschool Council
BDG	Legal Claims and Charges
BE	School Board Meetings

BEC	Executive Sessions
BEDA	Notification of School Board Meetings
BEDB	Agenda
BEDD	Rules of Order
BEDF	Voting Method
BEDG	Minutes
BEDH	Public Participation at School Board Meetings
BEDH-R	Public Participation at School Board Meetings
BEDJ	Media Coverage of Board Meetings
BG	School Board Policy Process
BIBA	Board Member Travel, Conventions, Workshops, and other Expenses
BIBA-R	Board Member Travel, Conventions, Workshops, and other Expenses
BID/BIE	Board Member Compensation/Expenses/Insurance/Liability

Section C: General School Administration

CBA/CBC	Qualifications, Powers and Responsibilities of Superintendent
CBB	Recruitment of Superintendent
CBD	Superintendent's Contract
CBF	Superintendent's Conduct
CBI	Evaluation of Superintendent
CC	Administrative Organization
CC-E	Organizational Chart
CCB	Line and Staff Relations
CHD	Administration in the Absence of Policy
CI	Temporary Administrative Assignments

Section D: Fiscal Management

DA	Fiscal Management Goals/Priority Objectives
DB	Annual Budget
DBD	Determination of Budget Priorities
DBG	Budget Adoption
DBK	Fiscal Emergencies
DEA	Funds from Local Tax Sources
DFA/DFAA	Revenues from Investments/Use of Surplus Funds
DG	Banking Services
DGA/DGB	Authorized Signatures/Check-Writing Services
DH	Bonded Employees and Officers
DI	Governmental Accounting Standards Board (GASB) 54 Compliance
DIE	Audits/Financial Monitoring
DJ/DJA	Purchasing Authorization

DJB	Purchasing Procedures
DJE	Procurement Procedures
DJG	Vendor Relations
DKC	Employee/Expense Authorization/Reimbursement (Automatic Waiver)
DN	School Properties Disposition

Section E: Support Services

EBAB	Hazardous Materials
EBAB-R	Hazardous Materials
EBBA	Prevention of Disease/Infection Transmission (Handling Body Fluids and Substances)
EBBA-R	Prevention of Disease/Infection Transmission (Handling Body Fluids and Substances)
EBBB	Accident Reports
EBCB	Safety Drills and Exercises
EBCB-R	Safety Drills
EBCB-E	Record of Fire Evacuation Drill (Fire Code Section 405.5)
ECA/ECAB	Security/ Access to Buildings
ECAC	Vandalism
EEAFA	Extracurricular Activity Buses/Field Trips/ Special Events Transportation
EEAFA-R	Extracurricular Activity Buses/Field Trips/ Special Events Transportation
EEAG	Student Transportation in Private Vehicles
EEAG-R	Student Transportation in Private Vehicles
EEAG-E	Form for Drivers of Private Vehicles
EEBA	School Transportation Vehicles (Use of Safety Belts)
EEBAA	Use of Wireless Communication Devices by Employees Driving District-Owned Vehicles
EFC	Free and Reduced-Price Food Services
EFEA*	Nutritious Food Choices
EGAD	Copyright Compliance
EGAEA	Electronic Communication
EHB	Records Retention
EI	Insurance Program/ Risk Management
EID*	Compliance with the Health Insurance Portability and Accountability Act
EIE*	Compliance with the Affordable Care Act
EJ	Service Animals
EJ-R	Service Animals
EJ-E-1	Appendix A - Request to be Accompanied by Service Animal/Miniature Horse (Annual Request Required)

Section F: Facilities

FEG	Construction Contracts Bidding and Awards
FEGB	Contractor's Affidavits and Guarantees

Section G: Personnel

GBA	Open Hiring/Equal Employment Opportunity
GBAA	Sexual Harassment
GBEA	Staff Ethics/Conflict of Interest
GBEA-E	Staff Ethics/Conflict of Interest
GBEB	Staff Conduct (And Responsibilities)
GBEC	Alcohol and Drug-Free Workplace
GBEC-E	Employee Acknowledgement Form, Alcohol and Drug-Free Workplace
GBEE*	Staff Responsible Use of the Internet and Electronic Communications
GBEE*-R	Staff Responsible Use of the Internet and Electronic Communications Guidelines
GBEE*-E-1	Staff Responsible Use of the Internet and Electronic Communications Agreement
GBEE*-E-2	Non-Staff Responsible Use of the Internet and Electronic Communications Agreement
GBEF	Weapons in the Workplace
GBG	Liability of School Personnel/Staff Protection
GBGA	Staff Health (And Physical and Mental Health Examination Requirements)
GBGA-R	Staff Health (Staff Members with Blood Borne Pathogens/ Communicable Diseases)
GCR	Outside Employment Activities

Section I: Instruction

IHA	Basic Educational Program
IKF	Graduation Requirements
ILBC	Early Literacy and Reading Comprehension (Colorado READ Act)
ILBC-R	Early Literacy and Reading Comprehension (Procedures to Implement Colorado READ Act)

Section J: Students

JB	Equal Educational Opportunities

JBB*	Sexual Harassment
JEA	Compulsory Attendance Ages
JEB	Entrance Age Requirements
JF	Admissions and Denial of Admissions
JFBA	Open Enrollment
JFBA-R	Open Enrollment
JFBA-E-1	Open Enrollment/Nonresident Application Form (Spanish)
JFBA-E-2 (Spanish)	Appeal Form for Open Enrollment/Nonresident Admission Denials
JHB	Truancy
JHD-E	Exclusions and Exemptions from School Attendance
JK-R	Student Discipline (Remedial Discipline Plans)
JKA	Use of Physical Intervention
JKA-R	Use of Physical Intervention
JKD/JKE	Suspension/Expulsion of Students
JKD/JKE-R	Suspension/Expulsion of Students
JKD/JKE-E	Grounds for Suspension/Expulsion
JKD/JKE-2	Suspension/Expulsion of Students with Disabilities
JKF	Educational Alternatives for Expelled Students
JKF-R	Educational Alternatives for Expelled Students
JKG	Expulsion Prevention
JLA	Student Insurance Programs
JLC	Student Health Services and Requirements
JLC-R Problems)	Student Health Services and Requirements (Special Health
JLCB	Immunization of Students
JLCB-R	Immunization of Students
JLCC	Communicable/Infectious Diseases
JLCD	Administering Medicines to Students
JLCD-R	Administering Medicines to Students
JLCDA	Students with Food Allergies
JLCE	First Aid and Emergency Medical Care
JLCE-R	First Aid and Emergency Medical Care
JLDAC	Screening/Testing of Student
JLF	Reporting Child Abuse/Child Protection
JLF-E	Report of Suspected Child Abuse or Neglect
JLF-R	Reporting Child Abuse/Child Protection
JLIB	Student Dismissal Precautions
JRA/JRC	Student Records/Release of Information on Students
JRA/JRC-R	Student Records/Release of Information on Students (Notification to Parents and Students of Rights Concerning Student Education Records)
JRCA*	Sharing of Student Records/Information between School District and State Agencies

JS*	Student Responsible Use of the Internet and Electronic Communications
JS*-E	Student Responsible Use of Technology, Access and Digital Communication Expectations
JS*-R	Student Responsible Use of the Internet and Electronic Communications

Section K: School-Community-Home Relations

KB	Parent Engagement in Education
KBA	District Title I Parent Involvement
KBBA	Custodial and Noncustodial Parent Rights and Responsibilities
KBBA-R	Custodial and Noncustodial Parent Rights and Responsibilities
KBE	Relations with Parent Organizations
KBE-R	Organizational Options for Parent Organizations (POs)
KCB	Public Participation in Decision-Making
KCD	Public Gifts to Schools
KCD-E	St. Vrain Valley School District Gift Acceptance Form
KD	Public Information and Communications
KDB	Public's Right to Know/Freedom of Information
KDB-R	Public's Right to Know/Freedom of Information
KDE	Emergency Management (Safety, Readiness and Incident Management Planning)
KFA	Public Conduct on School Property
KG	Public-Private Enterprise Opportunities
KGA	School Foundations
KLG	Relations with State Agencies

Section L: Education Agency Relations

LC	Relations with Education Research Agencies
LDA	Student Teaching and Internships
LDA-R	Student Teaching and Internship

Exhibit C OUTREACH

SVCMS RECRUITING PLAN
TO ATTRACT A DIVERSE STUDENT POPULATION

Currently, SVCMS conducts NO OUTREACH activities.

The School has been operating over capacity for four years and it views outreach activities of any kind would be conducted in bad faith, given that it has limited capacity to offer space to new families such efforts might attract.

The school is working to expand capacity by builiding a new facility, which it hopes will be complete within the contract period. Once capacity is available, the school will resume outreach efforts. At that time, SVCMS will submit an appropriate plan to the School District.

EXHIBIT D

Enrollment Procedures

SVCMS-JF* Admission and Denial of Admission

According to the Colorado Revised Statutes 22-33-106 (2), subject to the district's responsibilities under the Exceptional Children's Educational Act (see policy JK*-2, Discipline of Students with Disabilities) and other laws pertaining to the education of students with disabilities, the following may be grounds for denial of admission to a public school or diversion to an appropriate alternate program:

1. Physical or mental disability such that the child cannot reasonably benefit from the programs available.
2. Physical or mental disability or disease causing the attendance of the child suffering therefrom to be inimical to the welfare of other students.

According to C.R.S. 22-33-106 (3)(a-f), the following may constitute additional grounds for denial of admission to a public school:

1. Graduating from the 12th grade of any school or receipt of any document evidencing completion of the equivalent of a secondary education.
2. Failure to meet age requirements.
3. Having been expelled from any school district during the preceding 12 months.
4. Not being a resident of the district unless otherwise entitled to attend under C.R.S. 22, Articles 23 (migrant children), 32 (exclusion of nonresidents) or 36 (schools of choice).
5. Failure to comply with the provisions of Part 9, Article 4, Title 25, C.R.S. (immunization requirements). Any denial of admission for such failure to comply shall not be recorded as a disciplinary action but may be recorded with the student's immunization record with an appropriate explanation.
6. Behavior in another school district during the preceding 12 months that is detrimental to the welfare or safety of other pupils or of school personnel.

According to C.R.S. 22-33-106 (4)(a), a student who has been expelled shall be prohibited from enrolling or re-enrolling in the same school in which the victim of the offense or member of the victim's immediate family is enrolled or employed when:

1. the expelled student was convicted of a crime, adjudicated a juvenile delinquent, received a deferred judgment or was placed in a diversion program as a result of committing the offense for which the student was expelled;
2. there is an identifiable victim of the expelled student's offense; and
3. the offense for which the student was expelled does not constitute a crime against property.

If the district has no actual knowledge of the name of the victim, the expelled student shall be prohibited from enrolling or re-enrolling only upon request of the victim or a member of the victim's immediate family.

Students in out-of-home placements

State law limits the grounds for denial of enrollment regarding students in out-of-home placements, as defined by C.R.S. 22-32-138 (1)(e).

SVCMS-JFA Admission of Students K-8

Informational Meetings
Parents who are interested in enrolling their students into SVCMS are strongly encouraged to attend an Informational Meetings. These meetings will be led by SVCMS Staff members and will provide an overview of Montessori education as it applies to child development, the content of the Montessori curriculum, and details about SVCMS and the enrollment process. Informational Workshops will be held in the November and January window, as necessary. Details on when and where the meetings will be held will be posted on the SVCMS website by November 1.

Enrollment Process
Parents seeking to enroll their child or children in the SVCMS K to 8th Grade program must complete and submit an "Intent to Enroll" Form, which is available on the SVCMS website (www.svcmontessori.org). The Intent to Enroll Form must be completed online during the Enrollment Registration Period, detailed below.

Enrollment Registration Dates:
First business day in December: Open enrollment begins for the following school year, waitlists initiated.

January 15th (or closest business day thereafter): Enrollment window #1 closes. Intent to Enroll forms received after 4:00 p.m. on this day fall into Enrollment window #2, which remains open until October 1st. Any available spaces will be filled on a first come, first serve basis.

First business day in February: Deadline to received notification of awarded positions or notification of waitlists position.

October Count Day: Enrollment ends; Waitlists purged.

Enrollment Priority:
Enrollment priority is given in the following order in each enrollment window when there are more students seeking positions at the school than there are available positions:

1. Currently enrolled returning K to 7th 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 8th 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.
6. Applicants for grades 2-8 who are transferring from a public Montessori School, first come first serve.
7. All District Residents, based on first come, first served.
8. All non-District Residents, based on first come, first served.

Any position offered based on an enrollment priority category must be accepted within 5 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 elementary and/or middle school (K to 8th), and 2. Preschool children who have a sibling in the elementary and/or middle school. Sibling priority is not offered to elementary or middle school students based on an enrolled preschool sibling. If sibling priority is forfeited once, sibling priority will no longer be honored. Intent to Enroll forms must be received during Enrollment Window #1 (December 1st-January 15th, or closest business days thereafter) to receive sibling priority.

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 re-submit 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 the offered position. 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 Count Day, 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 8th Grade classes. Tuition based preschool positions can be filled throughout the year, space permitting.

Transparency
If a parent of a currently enrolled student at SVCMS enrolls their student at another district school for the upcoming school year, the student's returning student status may be forfeited.

Full-Day Kindergarten
Assuming the State of Colorado funds full-day kindergarten, the school will offer only full-day kindergarten.

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

Year Level Placement (Years 1-8)
Students enrolling from either a non-accredited private school or from a homeschool educational program will be assessed for year level placement.

If an accredited school is unable to produce student records verifying appropriate year level, prospective students will be place tested. Offers of admission will be contingent on results of readiness assessments.

Families of students seeking enrollment from the above-mentioned educational backgrounds will be contacted in the first part of the year to schedule readiness assessments, which will be administered by SVCMS Guides. Year level placement will be determined by the results of these assessments.

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.

SVCMS-JFA-CH Admission of Students-Children's House

Applicants for preschool position in the Children's House must be at least 3 years upon enrollment. Applicants are strongly encouraged to be fully potty-trained, with the ability to go to the restroom independently, and must also be able to express their needs and ideas to adults, as well as take directions from adults.

If a child who turns 3 years old after October 1st submits an Intent to Enroll, a spot may be awarded. This will be considered a pre-3 year-old year for the student.

Families interested in enrolling their children into the SVCMS Children's House program are encouraged to familiarize themselves with the Montessori Method, and are strongly encouraged to attend an Informational Meeting. Interested families follow these steps to enroll their children at SVCMS.

1. Parents/legal guardians may submit an enrollment form on the SVCMS website. All Children's House applications will be time-stamped according to receipt by the SVCMS Registrar. A $50 Application Fee completes the application. If this fee presents a financial hardship, please contact the school at registrar@svcmontessori.org to request a fee reduction.

2. After receipt of a completed application, the school will contact the family to schedule a child visit. Alternatively the child being enrolled in the school may also participate in an informal group observation.

3. The child's readiness to attend school will be taken into account when available positions are offered.

4. As positions become available in the Children's House, applications will be considered in the following order:

    a. Students presently enrolled in SVCMS Children's House. Parents must affirm their desire to re-enroll their student for the following school year by the date published.

    b. Siblings of children already enrolled in either SVCMS (K to 8th grade) or in the SVCMS Children's House. Any sibling offered a position in the Children's House program must enroll or forfeit their position within five (5) business days for the school year offered. If a sibling position is forfeited, a student may re-enroll under the general enrollment process. Preschool Applications must be received during Enrollment Window #1 (December 1st-January 15th, or closest business days thereafter) to receive sibling priority.

    c. Children of SVCMS staff, consideration may be given to FTE status.

    d. Children of current or former SVCMS Board members who completed at least one term, based on first come, first served.

    e. All St. Vrain Valley School District (SVVSD) residents.

    f. All non-SVVSD residents.

5. Notification of acceptance to the SVCMS preschool program will be in writing, and applicants will have five (5) days to complete an enrollment packet to secure a position in the preschool. A 10% non-refundable deposit of tuition will be due mid-February and/or non the due date of the

enrollment packet. Another 10% of tuition will due by May 15. The remainder of the 80% due can be paid in ten monthly installments from August to May.

COLORADO
Department of Education

Mandatory
FORM # SPS-135
EDAC APPROVED
Approved 6/11/2018 for 2018-2019

Colorado's Unified Improvement Plan for Schools

ST. VRAIN COMMUNITY MONTOSSORI SCHOOL UIP 2018-19 | **School:** ST. VRAIN COMMUNITY MONTOSSORI SCHOOL | **District:** ST VRAIN VALLEY RE 1J | **Org ID:** 0470 | **School ID:** 7565 | **Framework:** Insufficient State Data: Low Participation^ (Revised) | **Draft UIP**

Table of Contents

Executive Summary

Improvement Plan Information

Narrative on Data Analysis and Root Cause Identification

Action Plans

Addenda

Executive Summary

If we...

K-3 READING FLUENCY

Description:

Reading proficiency among K-3 students will increase to 91% and less than 10% of K-3 students will have a Significant Reading Deficiency.



3RD GRADE MATH PROFICIENCY

Description:

45% of 3rd grade students will be proficient in Math



UPPER ELEMENTARY MATH PROFICIENCY



Description:

55% of students in Upper Elementary (4th-6th grade) will be proficient in Math.

Then we will address...

INCONSISTENT TIER 1 INSTRUCTION.



Description:

Inconsistent Tier 1 instruction on phonemic awareness and phonics at the Kindergarten through 2nd grade levels due, in part, to uneven literacy training in grades K-2.

INSUFFICIENT TIER 2 SUPPORT.



Description:

Insufficient Tier 2 support for students reading below expectations across grades and classrooms.

EMERGING PROGRESS MONITORING.



Description:

Progress monitoring has improved since prior UIP, yet fidelity remains a growth opportunity.

INCONSISTENT TIER 1 MATH INSTRUCTION.



Description:

Inconsistent implementation of Tier 1 Montessori Math instruction existed across classrooms, particularly in the areas of Number Sense and Computation and Problem Solving.

LACK OF CONCEPT RETENTION AND REVIEW IN MATH LESSONS.

Description:

Inconsistent support via embedded concept retention and review strategies in LE math lessons exists across LE classrooms.

SCHEDULE DOESN'T SUPPORT HIGH FIDELITY TIER 1 INSTRUCTION.

Description:

Student schedule reflected inadequate instructional and student work time for math lessons, immediate practice, and concept review.

LACK OF DATA-DRIVEN DIFFERENTIATION.

Description:

Instruction was too broadly targeted due to lack of data-driven differentiation.

LACK OF EMBEDDED CONCEPT RETENTION AND REVIEW STRATEGIES.

Description:

Math lessons and student work didn't reflect and support consistently embedded concept retention and review.

Then we will change current trends for students

K-3 READING

Description:

K-3 Reading, particularly fluency in 1st grade, is a Priority Performance Challenge.

3RD GRADE MATH

Description:

3rd Grade Math Proficiency, particularly the areas of Number Sense and Computation and Problem Solving, was identified.

UPPER ELEMENTARY (GRADES 4-6) MATH

Description:

Upper Elementary Math Proficiency, particularly the areas of Computation and Problem Solving and Number Sense, was identified as a Priority Improvement Challenge.



Access the School Performance Framework here:http://www.cde.state.co.us/schoolview/performance

Improvement Plan Information

Additional Information about the school

St. Vrain Community Montessori School is a PK-8 charter school offering the only Montessori program in its district. Now in its 10th year of operation, the school serves approximately 270 students in 9 three-year, mixed-age classrooms. The school utilizes primarily Montessori materials for instruction, and employs Montessori-credentialed and highly qualified faculty. Due to its small size, no disaggregated data is reported. The school has approximately 9% Minority Students, 7% Students with Disabilities (IEP), 5% FRL students, 6% Gifted/Talented students and 5% ELL students. Attendance Rate is 95% and Mobility Rate is 2.2%.

The School Leadership Team and SAC lead the UIP process, with Level Leaders from each three-year, mixed-age grouping serving as its faculty members. The school's Board of Directors approves the UIP. In order to offer a meaningful update to our UIP it is necessary to provide some assessment background information. The school had high opt out rates in Spring 2018 for high stakes assessments. The ELA and Math opt out rate was 79% among 3rd to 8th grade students and the CMAS opt out rate for Science was 83% Nine students took the Access Test in 2018. These factors made data difficult to update for some indicators. In an effort to begin to collect meaningful local data across grades and content areas in the face of high opt outs, the school administered NWEA MAP testing from 3rd grade through 8th grade in Spring, 2018. MAP data was useful and is available across grades and content areas, but given small sample sizes, there are no disaggregated data available for the school. MAP assessments indicate that progress was made vs. prior year in a number of areas.

Current Performance 2017-2018 MAP scores suggested state and federal expectations were met and progress was made vs. some targets set by the school in its last UIP, yet there is opportunity for improvement in several areas. Trend Analysis: Four years of MAP data were available in Spring, 2018. 3rd Grade RIT scores were positive vs. National Norms in ELA (Language Usage and Reading), and mixed in Math. The trends were positive in 4th Grade in ELA, yet less so for Math. Staff reviewed scores from MAP and DIBELS, as well as Montessori lesson record keeping, which revealed several Priority Performance Challenges.

We are able to determine Priority Improvement Challenges with some level of confidence based on MAP and DIBELS data. MAP data suggests Priority Improvement

Challenges in Math for 3rd, and 4th-6th grades. DIBELS data suggests a K-3 Reading Focus is a Priority Performance Challenge.

Priority Performance Challenges: Reading: K through 3rd Grade Reading indicated Read Plans were necessary for approximately 10% of students. Priority Performance Challenges: Math: 3rd and 4th-6th Grade MAP scores indicated a lack of grade level proficiency among students. READ Act compliance reporting is also incorporated in this document. Overall, the school did not meet targets set in its last UIP for Reading Proficiency for K-3 students. The percentage of proficient students in 2018 was 86% overall. The school strives to reduce the number of students with SRD on an annual basis across grades K-3.

Improvement Plan Information

The school/district is submitting this improvement plan to satisfy requirements for (check all that apply):

- ✓ State Accreditation
- ✓ Other: READ ACT Compliance

School Contact Information

Name: Katie Torres
Mailing Street: 1055 Delaware Avenue
Phone:(303) 682-4339
Title: Principal
Mailing City / State/ Zip Code: Longmont CO 80501
Email: ktorres@svcmontessori.org

Name: Cindy Moran
Mailing Street: 1055 Delaware Avenue
Phone:(303) 682-4339
Title: Director, NIP
Mailing City / State/ Zip Code: Longmont CO 80501
Email: cmoran@svcmontessori.org

Narrative on Data Analysis and Root Cause Identification

Description of school Setting and Process for Data Analysis

St. Vrain Community Montessori School is a PK-8 charter school offering the only Montessori program in its district. Now in its 10th year of operation, the school serves approximately 270 students in 9 three-year, mixed-age classrooms. The school utilizes primarily Montessori materials for instruction, and employs Montessori-credentialed and Highly Qualified faculty. Due to its small size, no disaggregated data is reported. The school has approximately 5% FRL students. The School Leadership Team and SAC lead the UIP process, with Level Leaders from each three-year, mixed-age grouping serving as its faculty members. The school's Board of Directors approves the UIP. In order to offer a meaningful update to our UIP it is necessary to provide some assessment background information.

The school had high opt out rates in Spring 2018 for CMAS. The ELA and Math opt out rate was 79% among 3rd to 8th grade students for CMAS. For CMAS, opt out

rates ranged from a low of 61% in 3rd grade to 100% in 8th grade. Further, only 9 students took the Access Test in 2018. Based on its opt out rates, the school was assigned a Insufficient State Data: Low Participation (Revised).

High opt out rates made data difficult to update for some key indicators. In an effort to collect meaningful local data across grades and content areas in the face of high opt outs, the school implemented administration of NWEA MAP testing from 3rd grade through 8th grade in spring, 2016, 2017, and 2018. MAP data was useful across grades and content areas, but given small sample sizes, there are no disaggregated data available for the school. MAP assessments indicate that progress was made vs. prior year in a number of areas. Because NWEA has done some concordance between CCSS aligned assessments, one can make a comparison of NWEA RIT scores and cut scores for high stakes assessments. The concordance was done with PARCC scores, so a logical inference can be drawn between MAP scores and CMAS (ELA and Math) proficiency.

We are able to determine Priority Improvement Challenges with a solid level of confidence based on MAP and DIBELS data. MAP data suggest Priority Improvement Challenges in Math for 3rd and 4th-6th grades, and also for a K-3 Reading, based on DIBELS.

Current Performance: 2017-2018 MAP scores suggested state and federal expectations were met and progress was made vs. some targets set by the school in its last UIP, yet there is opportunity for improvement in several areas. Trend Analysis: Four years of MAP data were available in Spring, 2018. The 3rd grade trends were positive in Writing, Reading, and Math. The trends for 4th Grade across Reading and Writing were mixed yet remained solid, and trended down for Math. In 5th grade, students met expectations for ELA and Science, but not for Math. Sixth grade Reading, Language, and Science remained strong, and exceeded expectations in Math. Students in 7th grade met or exceeded expectations for ELA and approached expectations for Math. Finally, in 8th grade, students met expectations across content areas. Based on MAP assessments, trends indicate that the longer students progress through the Montessori Scope and Sequence at SVCMS, the better their test scores. By 8th grade, 100% of students tested with MAP performed at or above grade level in Reading, Math and Science, and 92% performed at or above grade level in Language Usage.

Staff reviewed scores from MAP and DIBELS, which revealed several Priority Performance Challenges. Priority Performance Challenges: Reading: K through 3rd Grade Reading indicated Read Plans were necessary for approximately 10% of students. These numbers reflect a change in assessment from PALS to DIBELS. Priority Performance Challenges: Math: 3rd Grade (Lower Elementary), 4th through 6th Grade (Upper Elementary) MAP scores indicated either a lack of proficiency among students or a single data point of proficiency. Staff determined 3rd and 4th-6th grade Math remained a Priority Performance Challenge in order to develop and support a sustainable upward trend.

READ Act compliance reporting is also incorporated in this document. Overall, the school did not meet targets set in its last UIP for Reading Proficiency for K-3 students. The percentage of proficient students in 2018 was 83% overall. This drop in overall proficiency may be due to DIBELS differentiation of student performance levels. There is an increase in students who are below benchmark yet are not SRD, which is not a window that was captured by PALS. The school continues to strive to reduce the number of students with SRD on an annual basis across grades K-3.

Prior Year Targets

Consider the previous year's progress toward the school targets. Identify the overall magnitude of the school performance challenges.

PERFORMANCE INDICATOR: ACADEMIC ACHIEVEMENT (STATUS)

Prior Year Target:	By Spring 2018, 89% of K-3 students will read at grade level and the percentage of K-3 students with a Significant Reading Deficiency (SRD) will be reduced to 11%.
Performance:	Did not meet target for % of students at grade level. SRD % reduction target was met. Continue target
Prior Year Target:	By Spring 2018, 42% of 3rd grade students will be proficient or above in Math, particularly in Computation and Number Sense.
Performance:	Met but continue with target
Prior Year Target:	53% of Upper Elementary (4th-6th grades) students will be proficient or above in Math.
Performance:	Did not meet (4th-5th); 6th met. Continue Target

ACADEMIC ACHIEVEMENT (STATUS) REFLECTION:

Prior year K-3 Reading was partially met. The target of 89% of K-3 students will read at grade level was not met as 83% students were reading at grade level. One reason for this drop in scores is a change in assessment. In previous years, we administered PALS to students in grades K-3, yet we switched to DIBELS for all students in K-3 beginning in the 2017-2018 school year. DIBELS has 4 bands of proficiency: well below (SRD), below, at, and well above. In calculating the percentage of students at grade level, we used the students who were at or well above Spring 2018. There is a group of 9 students who are below, yet are not SRD and they affect the calculation of grade level proficiency. The use of DIBLES has allowed us to identify students who are not SRD, yet are not quite at grade level and to target interventions and progress monitoring to these students.

The second part of the target is the percentage of K-3 students with a Significant Reading Deficiency (SRD) will be reduced to 11%.This target was met as our percentage of students who were SRD in Spring 2018 was 10%. We will continue with this as a target to have multi-year progress with this measure.

Prior year target for 3rd Year Math of 42% proficient or above was met (78% in spring 2018). Because 3rd Year math is foundational for success in the Upper Elementary, which remains an area of opportunity, retaining this goal will support a multi-year trend for sustained progress.

Prior year Upper Elementary Math Proficiency was partially met. The target of 53% of students proficient or above in Math was met in 6th grade, but 4th and 5th grades did not meet expectations. We will continue with this target to support growth in 4th and 5th math proficiency and to develop and support a multi-year trend in 6th grade.

Current Performance

- Though low participation yielded results for only 31% of students, among those who did participate in high stakes assessments, the school met expectations in Language Arts and did not meet expectations in Math. These results are consistent with insights gleaned from review of local measures. Participation in MAP testing as well as K-3 DIBELS testing was 100% of students across grades and content areas. As a result of the high participation in these tests, the Leadership Team and SAC have confidence in their ability to determine meaningful Priority Improvement Challenges for the school.

Several areas were identified as Priority Improvement Challenges in this plan. 3rd grade Math and 4th through 6th grade Math were both identified as Priority Performance Challenges. Additionally, K-3 Reading was identified as a Priority Improvement Challenge.

SVCMS began administering the MAP (Measures of Academic Progress) assessment in the spring of 2015 to students in grades 3-8. Now that we have 4 years of data we can begin to make some preliminary analysis of the results and use this data as one tool in evaluating our program.

When analyzing MAP results, we can look at two measures. One is the percentage of students who are at or above grade level/age as compared to their peers nationally. MAP uses data from a very large database of students who have taken the test nationwide. This means the criteria of what is "grade level" is based on peers and not an abstract idea of what a 5th grader "should" know. The other measure we can look at is growth. Growth refers to how much a student's score would be expected to increase (grow) over the school year. In other words, grade level answers the question of "Is the student achieving at the same grade level as her peers?"; growth answers the question, "did the student learn as much as we expected he would?"

SVCMS students score particularly strongly in Reading and Science. The longer students are with us at SVCMS, the higher the scores. For example, looking at our middle school results in grade level performance from spring 2018: the percentage of 8th grade students who were at or above grade level in Math is 100%, in Reading is 100%, Language Usage is 92%, and Science is 100%.

Math results are less stellar, in both grade level performance and growth. (Although there too, the results improve for the older students, which again suggests that the longer students are with us, the better the performance). The MAP assessment is administered on a computer, which is an unfamiliar testing format for our students. Also, in the classroom students use concrete math materials. Only as students get older are they developmentally ready for more abstract math (i.e. solving math without concrete materials) which is to be expected and in line with the Montessori approach.

Growth is an important measure, yet if a student does not meet growth, the measure does not tell us why a student may not have met growth. For example, we know that some of our students are performing well beyond grade level. Hypothetically, if a student in 6th grade has a math score at the 11th grade level (according to MAP's scale), then that student is already near maxing out the test, and therefore achieving 10 points of expected growth the next year is challenging.

Table 1: Percentage of Students at or Above Grade Level, Spring 2018

Grade	Math	Reading	Language	Science
3	78	83	83	-
4	34	69	71	-
5	25	75	79	79
6	63	100	95	100
7	69	100	77	85
8	85	100	92	100

Table 2: Percentage of Students who Met Projected Growth (2018)

Grade	Math	Reading	Language	Science

4	57	71	77	-
5	30	75	83	-
6	58	68	95	74
7	46	31	31	31
8	69	69	46	23

In aggregate within MAP, there were 22 opportunities to collect data by grade and content area for SVCMS students. In 20/22 opportunities, more than 50% of SVCMS students achieved above the national norm. There were 18 opportunities for measuring growth. In 12 of 18, more than 50% of SVCMS students achieved expected growth.

Trend Analysis



Trend Direction: Decreasing
Notable Trend: Yes
Performance Indicator Target: Academic Achievement (Status)

K-3 Reading proficiency declined



Trend Direction: Increasing
Notable Trend: Yes
Performance Indicator Target: Academic Achievement (Status)

3rd grade math proficiency improved

Additional Trend Information:

SVCMS first administered the MAP (Measures of Academic Progress) assessment in the spring of 2015 to students in grades 3-8. In spring 2018, we had 4 years of data to begin to make some preliminary analysis of the results to determine global trends. One trend that emerged over these 4 years is that students at SVCMS score particularly strong on Reading and Science (Science is administered for grades 5-8). Another observed trend is that the longer students are enrolled at SVCMS the higher the scores in all areas. For example looking at our 8th grade results in grade level performance from spring 2018: the percentage of middle school students who were at or above grade level in Math is 100%, Reading is 100% , Language Usage is 92% and science is 100%. Finally, 3 year trends show that Math remains an area of opportunity, particularly in grades 3-6. Although there too, the older the students the better the performance, supporting the previous trend that the longer students are with us the better the outcomes. For Trend Analysis the school relies on high stakes assessment data, MAP assessment data, DIBELS reading data, observation of students, and record keeping.

As a high-fidelity Montessori program, a trend of math outcomes improving with older students is not surprising. One reason is that as a program with mixed-age classrooms (Upper Elementary serves grades 4-6, for example) the school focuses on 3-year outcomes vs. solely annual progress. Our curriculum and scope and sequence is designed with goals for students at the end of their three years in a classroom. In this way, we would expect to see better outcomes for our 6th year students than earlier in Upper Elementary. Additionally, Montessori is a pedagogical approach grounded in a deep understanding of human development. This developmental approach prioritizes the use of concrete materials in math for all students with a long path to math abstraction for older students. Given that we understand and support that math abstraction happens in the later elementary years, we would expect that student math outcomes on an abstract, computer-based assessment (MAP) would trend toward better outcomes for the older students.

Notable Trends in K-3 Reading: Based on reading assessment data, the current percentage of K-3 students at SVCMS with a SRD is 10%. This data is acquired through formal reading assessments done three times yearly. Prior to the 2016-2017 academic year, the formal reading assessment used for K-3 students at SVCMS was the PALS reading assessment. During the 2016-2017 school year we changed the reading assessment tool for 1-3 graders from PALS to the DIBELS Next reading assessment. Subsequently, during the following year (2017-2018) we also shifted to the use of the DIBELS Next reading assessment tool for Kindergarten in order to attain more consistency across all of K-3. This year's data indicating 10% SRD for K-3 students compares to data from spring of 2017, which indicated percentages of K-3 students with a SRD of 13.9%. This data contrasts to SVVSD district data that reports 13% of K-3 students as having an SRD in 2016-2017 academic year. Statewide end

of year assessment data from 2017 shows a percentage total of 15.7% of K-3 students with a SRD. Although the number of K-3 students with a significant reading deficiency at SVCMS is currently lower than the last reported state average, and additionally is lower than the year prior, the trends for reducing reading deficiency have not been consistent over the last three years. For this reason, we recognize the need for increased focus on direct instruction of phonemic awareness, phonics, and fluency skills, particularly at the 1st and 2nd grade levels. This is a notable trend and we will continue to strive to reduce the number of students with SRD on an annual basis across grades K-3, while concurrently increasing the number of K-3 students reading at proficient levels.

Notable Trends in 3rd Grade Math: Trend analysis of 3rd grade mathematics was based on NWEA MAP Mean RIT Scores. The 2016 score of 203 and the 2017 score of 201.8 approach the NWEA Norm of 203.4 while the 2018 score of 210.1 exceeds the norm. At each grade level sufficient CMAS data wasn't available to detect meaningful trends due to small sample size. Staff analyzed 2018 MAP data and instructional practices at each grade level to determine root causes of falling below proficiency targets in math and the resulting major improvement strategies.

Notable Trends in Upper Elementary (grades 4-6) Math: Trend analysis of Upper Elementary mathematics (grades 4,5,6) was based on NWEA MAP Mean RIT Scores. 4th grade spring 2016 score of 215.3 exceeded the norm of 213.5 while scores of 208.6 in 2017, and 210.6 in 2018 reveal a gap. The three year range of 5th grade spring data shows Mean RIT Scores of 222.0 (2016) and 225.6 (2017) fall above the norm of 221.4 while and 215.8 (2018) does not meet expectations. 6th grade scores of 234.8 (2016), 224.9 (2017) and 230.7 2018) exceed or fall slightly below the NWEA norm of 225.3 . At each grade level insufficient data from CMAS limits reliability of meaningful trends due to small sample size. For this reason staff analyzed 2018 MAP data and instructional practices at each grade level to determine root causes of falling below proficiency targets in math and the resulting major improvement strategies.

Trend analysis of upper elementary science (grades 5,6) was based on NWEA MAP Mean RIT Scores. 5th year science exceeded the NWEA norm of 210.9 for 2016 (223.9), 2017 (219.1), and 2018 (213.9). 6th grade science also exceeded the norm of 213.5 across all three years: 226.9 (2016), 233.3 (2017), and 226.8 (2018).

Root Causes



Priority Performance Challenge: K-3 Reading

K-3 Reading, particularly fluency in 1st grade, is a Priority Performance Challenge.



Root Cause: Inconsistent Tier 1 Instruction.

Inconsistent Tier 1 instruction on phonemic awareness and phonics at the Kindergarten through 2nd grade levels due, in part, to uneven literacy training in grades K-2.

Root Cause: Insufficient Tier 2 support.

Insufficient Tier 2 support for students reading below expectations across grades and classrooms.

Root Cause: Emerging Progress Monitoring.

Progress monitoring has improved since prior UIP, yet fidelity remains a growth opportunity.

Priority Performance Challenge: 3rd Grade Math

3rd Grade Math Proficiency, particularly the areas of Number Sense and Computation and Problem Solving, was identified.

Root Cause: Inconsistent Tier 1 Math Instruction.

Inconsistent implementation of Tier 1 Montessori Math instruction existed across classrooms, particularly in the areas of Number Sense and Computation and Problem Solving.

Root Cause: Lack of concept retention and review in math lessons.

Inconsistent support via embedded concept retention and review strategies in LE math lessons exists across LE classrooms.

Priority Performance Challenge: Upper Elementary (grades 4-6) Math

Upper Elementary Math Proficiency, particularly the areas of Computation and Problem Solving and Number Sense, was identified as a Priority Improvement Challenge.

Root Cause: Schedule doesn't support high fidelity Tier 1 instruction.

Student schedule reflected inadequate instructional and student work time for math lessons, immediate practice, and concept review.

Root Cause: Lack of data-driven differentiation.

Instruction was too broadly targeted due to lack of data-driven differentiation.

Root Cause: Lack of embedded concept retention and review strategies.

Math lessons and student work didn't reflect and support consistently embedded concept retention and review.

Provide a rationale for why these challenges have been selected and address the magnitude of the overall performance challenges:

Several areas were identified as Priority Improvement Challenges in this plan. 3rd grade Math and 4th through 6th grade math were both identified. Additionally, K-3 Reading was identified as a Priority Improvement Challenge.

Priority Improvement Challenge #1 is a lack of reading fluency among Kindergarten through 3rd grade students. The rationale for this PIC is that students in Kindergarten through 3rd grade must learn to read in the lower grades in order to read to learn in the Upper Elementary and Middle School levels. Reading is a foundational skill and provides access to all content areas for the student's future learning. If children struggle with reading when in their primary grades, they are more likely to struggle in upper grades and beyond. Given the strength of Tier 1 Montessori reading instruction when done with fidelity, the school believes this area should be a priority until there are no students with SRD and 100% of students in K-3 are proficient readers.

Priority Improvement Challenge #2 is a lack of proficiency in Math among Lower Elementary (1st to 3rd grade) students. The rationale for this PIC is that students require a strong foundation in number sense and computation to allow them to access increasingly complex math concepts over their elementary and secondary years. If the foundation isn't strong, access to more advanced and math concepts and paths to abstraction will be limited. It is essential that students transition from 3rd to 4th grades with a strong number sense and math fact and computational fluency.

Priority Improvement Challenge #3 is a lack of proficiency in Math among Upper Elementary (4th to 6th grade) students. The rationale for this PIC is that students require mastery of a broad range of elementary math skills to access more advanced math concepts in secondary school and beyond. The Montessori math materials, when used with fidelity, are proven to provide a strong math foundation for students to be ready for the introduction of Algebra in 7th grade. Strong math outcomes in 4th-6th grades are essential to the school's ability to prepare students for secondary math studies.

Provide a rationale for how these Root Causes were selected and verified:

Priority Improvement Challenge #1 is a lack of reading fluency among Kindergarten through 3rd grade students. The rationale for this PIC is that students in Kindergarten through 3rd grade must learn to read in the lower grades in order to read to learn in the Upper Elementary and Middle School. Reading is a foundational skill and provides access to all content areas for the student's future learning. If children struggle with reading when in their primary grades, they are more likely to struggle in upper grades and beyond.

Root Cause Verification:

Review of reading data measures and instructional practices suggested that lower elementary students, particularly those in 1st and 2nd grade would benefit from increased Tier 1 instruction on phonemic awareness and phonics skills. The area of deficiency in reading scores reflected a gap in both of these early reading skills. Inconsistent Tier 1 instruction in these areas is, in part, due to inconsistent Tier 1 instruction among classroom instructors. Furthermore, the emerging fidelity of progress monitoring and reading assessment tools utilized across grades K-3 were determined to have negatively impacted the early identification, and the consistency in monitoring, students with an SRD. Lastly, after review of Tier 1 instructional practices, as well as data and progress monitoring trends, it was revealed that students identified as having a SRD received insufficient Tier 2 reading instruction due to prioritization of instruction within the classroom, as well as lacking support personnel to supplement reading instruction outside of normal classroom instruction.

Priority Improvement Challenge #2 is a lack of proficiency in Math among Lower Elementary (1st to 3rd grade) students. The rationale for this PIC is that students require a strong foundation in number sense and computation to allow them to access increasingly complex math concepts over their elementary and secondary years. If the foundation isn't strong, access to more advanced math concepts will be limited.

Root Cause Verification:
Review of MAP Data and instructional practices suggested 3rd grade students would benefit from increased frequency and fidelity of mathematics instruction. Inconsistency in implementation of curriculum and uneven concept prioritization of math instruction were determined to have impacted scope of instruction, particularly within the content areas of number sense and computation.

Priority Improvement Challenge #3 is a lack of proficiency in Math among Upper Elementary (4th to 6th grade) students. The rationale for this PIC is that students require mastery of a broad range of elementary math skills to access more advanced math concepts in secondary school and beyond.

Root Causes Verification:
Review of MAP Data and instructional practices suggested upper elementary students (grades 4, 5, 6) would benefit from increased frequency and fidelity of targeted instruction. Inconsistency in implementation of curriculum including concept review, insufficient prioritization of math instructional time, and unevenly targeted curriculum delivery were determined to have impacted depth of instruction and concept retention.

Action Plans

Planning Form

K-3 Reading Fluency

What would success look like: Reading proficiency among K-3 students will increase to 91% and less than 10% of K-3 students will have a Significant Reading Deficiency.

Describe the research/evidence base supporting the strategy: Montessori Method Research Basis

Associated Root Causes:

Inconsistent Tier 1 Instruction.:
Inconsistent Tier 1 instruction on phonemic awareness and phonics at the Kindergarten through 2nd grade levels due, in part, to uneven literacy training in grades K-2.

Insufficient Tier 2 support.:
Insufficient Tier 2 support for students reading below expectations across grades and classrooms.

Emerging Progress Monitoring.:
Progress monitoring has improved since prior UIP, yet fidelity remains a growth opportunity.

Implementation Benchmarks Associated with MIS

IB Name	Description	Start/End/ Repeats	Key Personnel	Status
DIBELS Benchmark Assessment	Administration of DIBELS Benchmark Assessment to all K-3 students.	09/18/2017 05/17/2019 Quarterly	Lower Elementary Guides and Assessment Coordinator	Partially Met

Action Steps Associated with MIS

Name	Description	Start/End Date	Resource	Key Personnel	Status
Weekly Intervention Groups	LE Read Plan students will receive Tier 2 Interventions with LE trained guide at least 3 times weekly.	09/18/2017 05/17/2019	LE Literacy guide time for weekly intervention groups.	LE Literacy guide.	In Progress
Increase consistency and fidelity of progress monitoring.	Implement both formal and informal progress monitoring for all 1st-3rd grade students who are below, or significantly below, grade level and ensure consistent documentation of progress monitoring results. Additionally, progress monitor all 1st graders who are borderline "at grade level" to ensure they remain at or above grade level vs. expectations.	09/18/2017 05/17/2019	DIBELS Next Materials and Training	LE Literacy Guide, Lead Guides, Kindergarten Lead Guides, Assessment Coordinator	In Progress
Update Lower Elementary Literacy Album	Update LE Literacy Album to include teaching resources and progress monitoring tools for emergent readers.	02/05/2018 05/17/2019	Materials, Guide time to develop and share album among peers at PLC.	LE Literacy Guide	In Progress

3rd Grade Math Proficiency

What would success look like: 45% of 3rd grade students will be proficient in Math

Describe the research/evidence base supporting the strategy: Montessori Method Research Basis

Associated Root Causes:

Inconsistent Tier 1 Math Instruction.:
Inconsistent implementation of Tier 1 Montessori Math instruction existed across classrooms, particularly in the areas of Number Sense and Computation and Problem Solving.

Lack of concept retention and review in math lessons.:
Inconsistent support via embedded concept retention and review strategies in LE math lessons exists across LE classrooms.

Lack of data-driven differentiation.:
Instruction was too broadly targeted due to lack of data-driven differentiation.

Implementation Benchmarks Associated with MIS

IB Name	Description	Start/End/ Repeats	Key Personnel	Status
NWEA Measures of Academic Progress	SVCMS will administer the MAP Math Test to all 3rd grade students two times per year, in fall and spring.	05/01/2018 05/17/2019 Quarterly	LE Guides, Assessment Coordinator	Met

Action Steps Associated with MIS

Name	Description	Start/End Date	Resource	Key Personnel	Status
Daily Computation Work	Students will be asked to add a Daily Computation work choice to their work plans.	01/02/2018 05/17/2019	Computation Work choices list	LE Lead Guides	In Progress
Fact Work Thread	Identify Fact Work Scope and Sequence and add thread to LE record keeping that focuses, in particular, on 3rd Grade progress and acquisition of multiplication facts.	02/05/2018 05/17/2019	Time to enter lessons into Montessori Workspace	LE Lead Guides	In Progress

Implement Compose/Decompose lessons	LE faculty will implement targeted number composition and decomposition lessons to LE students.	03/05/2018 05/17/2019	Time MAP analysis	LE Faculty	In Progress
Implement Hierarchy Material	Implement Hierarchy Material lessons in all LE classrooms with fidelity by rotating materials through classrooms. Implement Streets in Infinity lessons, targeting key concepts and students identified through MAP analysis.	03/05/2018 05/17/2019	Time, materials	LE Faculty	In Progress
Refresh Training on Place Value Lessons	LE Faculty will use Level Meetings for PLCs on key math operations lessons that reinforce place value.	03/05/2018 05/18/2019	Time	LE Faculty	In Progress

Upper Elementary Math Proficiency

What would success look like: 55% of students in Upper Elementary (4th-6th grade) will be proficient in Math.

Describe the research/evidence base supporting the strategy: Montessori Method Research Basis

Associated Root Causes:

Schedule doesn't support high fidelity Tier 1 instruction.:
Student schedule reflected inadequate instructional and student work time for math lessons, immediate practice, and concept review.

Lack of data-driven differentiation.:
Instruction was too broadly targeted due to lack of data-driven differentiation.

Lack of embedded concept retention and review strategies.:
Math lessons and student work didn't reflect and support consistently embedded concept retention and review.

Implementation Benchmarks Associated with MIS

IB Name	Description	Start/End/ Repeats	Key Personnel	Status
UE MAP Math Testing	UE students will be assessed yearly using the MAP Math test, with 6th grade students testing 2x/year in winter and spring.	05/01/2018 05/17/2020 Quarterly	UE Faculty, Assessment Coordinator	Partially Met

Action Steps Associated with MIS

Name	Description	Start/End Date	Resource	Key Personnel	Status
Data-based Differentiation	Use detail from MAP Assessments to set student-specific, targeted curriculum goals, and group students according to data insights.	09/05/2017 05/17/2019	Time, MAP Assessments	UE Faculty, Assessment Coordinator	In Progress
Brain-based Learning	Incorporate Brain-based learning techniques into math lessons and review to support both retention of concepts and fluency.	08/17/2018 05/17/2019	Time, Materials.	UE Faculty	In Progress
Increase Math-Focused Work-cycle Time	Adapt UE Schedules to accommodate 2 Math and 1 Geometry lessons for all UE students and confirm fidelity of implementation of lessons via weekly PLC meeting. Slot 2 additional hours for MAP data driven, targeted support and review of concept lessons.	09/05/2018 05/17/2019	Time, development of targeted, Montessori method based support materials.	UE Faculty	Complete

Implement Math Plans	Implement Math Plans for students performing at or below 40% on MAP: provide daily additional targeted lessons and support materials to review concepts and bridge gap between Montessori math materials and abstraction. Fidelity of implementation will be supported by monthly review at level lead meetings.	11/01/2018 05/20/2019	Time, support materials	UE Guides	In Progress

School Target Setting

Priority Performance Challenge : K-3 Reading

PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: R

ANNUAL PERFORMANCE TARGETS

2018-2019: By Spring 2019, 91% of K-3 students will read at grade level and the percentage of K-3 students with a SRD will be reduced to 9%.

2019-2020: By Spring 2020, 94% of K-3 students will read at grade level and the percentage of K-3 students with a SRD will be reduced to 6%.

INTERIM MEASURES FOR 2018-2019: DIBELS Next benchmark 3 x a year. DIBELS next formal progress monitoring monthly for all K-3 student who are below grade level and/or SRD and/or on a Read Plan.

Priority Performance Challenge : 3rd Grade Math

PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: M

2018-2019: By Spring 2019, 45% of 3rd grade students will be proficient or above in Math, particularly in Computation and

ANNUAL PERFORMANCE TARGETS	Number Sense. **2019-2020:** By Spring 2020, 48% of 3rd grade students will be proficient or above in Math, particularly in Computation and Number Sense.

INTERIM MEASURES FOR 2018-2019: NWEA MAP Growth administered 2x per year (fall and spring) for all students, 3x a year (a midyear benchmark) for students 40th percentile or under.



Priority Performance Challenge : Upper Elementary (grades 4-6) Math



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: M

ANNUAL PERFORMANCE TARGETS	**2018-2019:** 55% of Upper Elementary (4th-6th grades) students will be proficient or above in Math. **2019-2020:** 58% of Upper Elementary (4th-6th grades) students will be proficient or above in Math.

INTERIM MEASURES FOR 2018-2019: NWEA MAP Growth administered 1x per year for all Upper Elementary students, 2x a year (a midyear benchmark) for all 6th grade students.

Exhibit G
Educational Program Characteristics

We offer an authentic Montessori education that fosters Whole Child development by creating joyful classroom environments true to the research-based educational philosophy developed by Dr. Maria Montessori.

Academic Programs within SVCMS
Children's House (ages 3-6) – Preschool & Kindergarten
Lower Elementary (ages 6-9) – 1st, 2nd & 3rd Years
Upper Elementary (ages 9-12) – 4th, 5th & 6th Years
Middle School (ages 12-14) – 7th & 8th Years

From preschool through middle school, our highly experienced and highly qualified Guides act as facilitators of student learning, dedicated to putting fundamental Montessori concepts into practice. Guides provide small group and individual lessons as other students work independently on their own pursuits within the classroom.

"The child is capable of developing and giving us tangible proof of the possibility of a better humanity. He has shown us the true process of construction of the human being. We have seen children totally change as they acquire a love for things and as their sense of order, discipline, and self-control develops within them ... The child is both a hope and a promise for mankind."
– Dr. Maria Montessori, Education and Peace

Each three-year, mixed-age classroom (ages 3-6, 6-9, 9-12, 12-14), based on Dr. Montessori's Planes of Development, is prepared with beautiful, inspiring Montessori materials. Students enjoy an uninterrupted, three-hour work cycle every day, during which they are encouraged to interact socially, learn from and teach each other, and develop strong relationships with their peers and Guides. Our responsive programs allow each student to progress at his or her own pace while developing the cognitive, social, emotional, and physical skills and behaviors that form the basis for all that follows in school and in life. In addition to the traditional academic subjects, Art, Movement, and Peace are integrated into every classroom's curriculum.

Children's House (ages 3-6) – Preschool & Kindergarten
Our Children's House program is a caring community designed to nurture the young child to become a self-confident and curious learner who will learn to value himself, others, and the world around him. Dr. Maria Montessori viewed the First Plane of Development, the "Absorbent Mind" (from birth to age 6), as a time when a child is creating himself as an individual.

This tremendous task occurs through constant absorption of the world around them. Young children need beautiful, safe, and ordered surroundings where they feel

protected and loved, along with extended periods of concentration in an environment where they feel encouraged to learn by doing concrete tasks and experiencing the real world around them. They are internally driven by phases of intense interest or "sensitive periods" in learning a particular skill or concept.

The SVCMS Children's House environment meets young childrens' needs with beautiful, orderly classrooms, and features a full range of Montessori materials that are engaging and developmentally responsive to children between the ages of 3 to 6, arranged invitingly on low, open shelves. All of the furniture is child sized and all of the materials are scaled to fit the physical dimensions of a young child's body.

There is a strong emphasis in the Children's House on peace education, including inner peace, peace in a community, global peace, and peace with nature. Students are encouraged to respect one another and their work, to use their peace lessons to resolve conflicts, and are introduced to a global view of life in learning about people around the world through cultural and geography lessons.

Everyday, children are able to fully engage in self chosen work within a three-hour, uninterrupted work-cycle that gives them the opportunity to fulfill their own curiosities and interests in the classroom. The Montessori method of instruction uses a three-period lesson format which introduces new concepts and/or language to broaden a student's understanding of the materials and the environment.

The first period of the Montessori method of instruction is a lesson presented by a Guide who clearly, concisely, and gracefully shows the student the concept. (Read more about Children's House Curriculum). During the second period, the child undertakes practice with the materials alone or with a peer, conferring with the Guide. In the third period, the child achieves conceptual and practical independence as s/he internalizes the concept and demonstrates mastery.

To further deepen their learning, the mixed-age Montessori community allows younger children to have the opportunity to see what learning lies ahead by observing the older children having or reviewing a lesson. Older children are able to solidify their knowledge by sharing their work with the younger children. Growing together over several years in a warm and supportive environment, the students in Children's House develop themselves while developing very close relationships among their peers and their Guides.

Guides in the Children's House program are kind, knowledgeable, and careful observers of the needs of each child in the classroom. They establish a physical environment that is orderly, precise, and attractive, and know when to present new lessons when a child is most ready for them. They establish a psychological environment that is encouraging and supportive of purposeful activity and they guide each student towards a freedom

within limits that allows them to pursue their own interests while learning to respect the needs of others.

Our Lower Elementary program is designed to develop within each student a global vision and sense of gratitude for the universe, to cultivate their independent learning, and to support the construction of their social self.

Lower Elementary (ages 6-9) – 1st, 2nd & 3rd Years
Dr. Maria Montessori observed first hand children's eagerness to understand themselves, their world, and their place in it. It was her hope that "Cosmic Education" would satisfy children's intense thirst for knowledge during the Second Plane of Development or "Reasoning Mind" (ages 6-12).

"Let us give the children a vision of the universe. The universe is an imposing reality and the answer to all questions." – Dr. Maria Montessori, To Educate the Human Potential

The student at this time in their development wants to know about the entire universe and their place in it. Instead of asking "what is it?" they ask "why is it?" At this time in their development, students are also turning outward toward wider social experiences and have a heightened awareness of right and wrong. As their consciences are developing, it is an important time for them to discover justice and their moral responsibilities. Our extensive peace curriculum assists them in understanding their own emotions to work towards inner peace, as well as how to resolve conflict for social peace.

Our program is rooted in Cosmic Education, which is, in essence, the story of the continuing creation of the universe. The Montessori method of presenting the Five Great Lessons satisfies a student's developing awareness of the larger community, offering them a glimpse of human history at a time in their development when they are concerned with their burgeoning independent and social selves. These lessons are designed to inspire children's imaginations and encourage them to explore the "big work" that demonstrates the interconnectedness of all things. As the Lower Elementary students develop their awareness of the larger community, Cosmic Education addresses their own journeys outside of themselves into all of reality. The social, inquisitive, and joyful environment of the Lower Elementary communities opens the student's eyes to the universe and their understanding of the context their own lives have in the world.

The Lower Elementary curriculum offers students the context for, and real connections between, language, mathematics, geometry, zoology, botany, history, political geography, and peace, just to name a few. A student may spend time engaged in creating a political map of South America, while also researching the animals that live there. At the same time, the child might be learning about why it is warmer at the

equator and how people living in warmer climates adapt to meet their fundamental human needs.

During the uninterrupted three-hour work cycle each morning, every student has the time to delve into their interests and to do their "good work." Guides in the Lower Elementary program are supportive Montessorians who understand deeply the academic, social, and emotional needs of students during this time in their development. They engage fully with the students in dynamic relationships which encourage inquiry and discussion.

They are also storytellers and performers who inspire the students in their telling of The Five Great Lessons. They support the blossoming of the students' social natures and the mastery of their academic skills in small and large group lessons every day. Guides establish a safe environment that is supportive of purposeful activity and they encourage each student towards a freedom within limits that allow them to pursue their own interests while learning to respect the needs of others.

Upper Elementary (ages 9-12) – 4th, 5th & 6th Years

Our Upper Elementary program is designed to support each student's profound curiosity and thirst for knowledge, while encouraging social interaction and group work for their growing capacities for abstraction and developing independence. Between the ages of 9-12, students seek to move beyond their fundamental knowledge and look for connections, cause and effect, and patterns in their learning and understanding of the world. They are ready to both think hypothetically and to engage with the world on a moral level. In order to support their strong abilities for both imagination and abstraction, Cosmic Education continues through the Five Great Lessons at a pace that supports student mastery of subject materials while allowing them to more fully explore these areas.

Upper Elementary students also plan and work towards developing skills they can use for various purposes, either by earning microscope licenses or designing research projects around a particular interest. Licensed Meteorologists take daily weather data readings, create forecasts for recess and outings, and then communicate this information to peers and the front office.

The joyful, dynamic classrooms of Willow North and Willow South are safe and supportive environments where students are encouraged to make choices and to stretch themselves in order to grow into confident, independent, and productive citizens of the world.

Each day, Guides give small group lessons in mathematics, language, and science during the uninterrupted morning work cycle, while afternoon rotations allow for in-depth group lessons in cultural, peace, and art. Students are supported in their growing independence by meeting frequently with Guides for "Advisories," where they discuss

and set academic goals and celebrate their accomplishments. Students also use planners to map both their daily work and long-term projects, as well as keep records in order to track their progress. They check the accuracy of their work with controls, resolve their own errors, and determine, with support from their Guides, whether they are ready to progress or need additional support in a given area before moving on.

The three-period lesson model continues to foster internalization of concepts: the first lesson aims to spark the imagination; the second period embraces the student's social needs and often involves intense peer discussions and projects; they then share in the third period as presentations, projects, or other methods that embrace their learning styles.

Guides in the Upper Elementary program have a broad knowledge base, being Montessori-credentialed for both Lower and Upper Elementary, which allows for curriculum continuity across the Second Plane of Development. Upper Elementary Guides foster each student's need for intellectual independence, creative thought, and interest in justice and morality. They encourage and enjoy the students' strong social instincts to work and play in groups, while gently supporting their social and moral development in all aspects of the curriculum.

Middle School (ages 12-14) – 7th & 8th Years
Our Middle School program is designed to nurture and encourage the growing independence of adolescent students and to instill in them the "noble confidence" they will need to meet life's many challenges.

Dr. Maria Montessori outlined the Third Plane of Development, or Adolescence (ages 12-18), as a time when students are undergoing great physical, mental, and emotional changes, when they are primarily socially motivated, and when friendships can often seem more important than family. Outlining a syllabus for this divergent time in development, Dr. Montessori noted that students are also hungry to work on the land at real, authentic tasks, calling them "Erdkinder" or "land children."

Like other Montessori middle school programs, the Evergreen classroom offers "Occupations" within the larger middle school curriculum, which combines academic coursework with real work of the hands that looks very much like a vocation or a job. Students experience a great deal of independence surrounding the organization of their time and productivity around self-selected deadlines in both components of the program. The peace curriculum at this level stresses the need for inner peace and a sense of community peace as the students work closely together on large-scale projects.

Our Occupations model allows students to engage in a traditional Montessori work-cycle each morning and Occupations work each afternoon at an offsite, privately-owned apple orchard.

Students choose how to respond to projects. They make decisions concerning finances, purchases, advertising, sales, etc. in the classroom that will impact their Occupations. The products of their labor in the Occupations help form a class micro-economy where they learn to manage money and make business decisions. In addition, Occupations can provide diverse lessons based on a single subject. For example: in order to maintain an aquaponics system, they learn both about the nitrogen cycle and how to clean a filter.

Middle school students receive three-period lessons in new concepts during the morning work cycle as well as during their Occupations. This includes direct lessons, follow-up practice, and demonstration of mastery. Because the work is hands-on, the mastery is evident in the success of the task. The healthy, nurturing, academic environment of the Evergreen community at SVCMS supports the adolescent student in learning and practicing real work from experts in their fields and contributing to their community, where students learn that they are purposeful themselves and have a place in the world.

Guides in the Middle School program are Montessorians with a passion for adolescent development, who understand deeply the academic, social, and emotional needs of students during this time. They not only act as role models of adult behavior, exemplifying patient, unconditional support of each student, but also genuinely enjoy spending time with the students.
They are experts in diverse fields and have much to share with the students who look to them as examples. They see the innocence and humor in this challenging period of development and encourage students to make safe and appropriate choices.

EXHIBIT H
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:

1. Upon enrollment into the school, all students will receive a home-language survey of languages spoken in the home.

2. Students whose language survey indicates that a language other than English is spoken in the home will receive assessment of English proficiency using instruments and techniques approved by the District upon enrollment into the school to determine English proficiency.

3. All ELL students will be offered the ACCESS (Assessing Comprehension and Communication in English State-to-State) Test in January of each school year. The ACCESS Test will help SVCMS track individual student progress in language proficiency over time and determine optimal instruction support for each ELL student.

4. 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 teachers. SVCMS will also train guides on Sheltered Instruction and how it crosswalks to Montessori methods of education.

EXHIBIT I

DUE PROCESS GUIDELINES

1. Prepare notebook for Principal (include checklist and tabs).
2. Assistant Superintendent delivers the notebook along with "sample/guide book" to the school.
3. Schools return completed notebook along with "sample notebook" to Assistant Superintendent as soon as possible.
4. Assistant Superintendents review notebook and take notebook to legal counsel for review.
5. Legal counsel sends an email to Assistant Superintendent once notebook is reviewed and approved.
6. Notebook is picked up from legal counsel and one copy is made. (The checklist is included along with colored sheets of paper, which will replace the original tabs.)
7. The original is filed in Assistant Superintendent's office.
8. The copy is redacted. After it is redacted, another copy is made so now there are two redacted copies, both including the checklist and colored paper instead of tabs.
9. One redacted copy in a notebook stays with the Assistant Superintendent and the approval letter from legal counsel is placed in the front pocket of that notebook.
10. The police report is removed from the second redacted copy and that copy is placed in an envelope and the Principal is notified it is ready to be picked up.
11. Principal hand delivers the redacted copy (which includes the checklist and tabs but does not include the police report) to the parent/guardian. The book must be delivered to the parent at least one day prior to the expulsion hearing.
12. Assistant Superintendent brings the redacted copy of the notebook to the hearing and gives it to the Expulsion Officer who enters it into evidence. This copy includes checklist, tabs and redacted police report.
13. After the hearing, the Expulsion Officer takes the notebook with him and sends his recommendation to legal counsel to be reviewed.
14. The Expulsion Officer returns the notebook to the Assistant Superintendent with his recommendation, and the Assistant Superintendent brings that notebook to the meeting with the Superintendent.

DUE PROCESS CHECKLIST

This book has been redacted so it can be used as a "guide" when creating a dismissal/ expulsion book. Do not redact your book.

Checklist	TASK
1	**Student Demographics** Print information from Infinite Campus
2	**Timeline of events (Summary)** Provided by building administration
3	**School Work Support Plan** Copies of homework gathered from teachers that was given to the student
4	**Expulsion Data Form** Contact Expulsion Officer or Assistant Expulsion Officer and they will send you the form
5	**Expulsion Hearing Letter** Contact the Superintendent's Assistant and she will send you a copy of the letter
6	**Board Policy/State Statute violations** Copy Board Policies from the website
7	**Student discipline records** Print information from Infinite Campus
8	**IEP/504 Plan Records** Yes ____ No ____ If yes, Manifestation Determination Review Yes ___ No ___** Check Yes or No
9	**Attendance Records** Print copy of attendance record from Infinite Campus
10	**Police reports** Ask SRO/Police for a copy of the report as soon as possible
11	**Due process paperwork** Print ad hoc report from Infinite Campus
12	**Suspension letter to parent/guardian** Same information as #11
13	**Habitual Disruptor History and Plan**** Include if a school has drawn up a plan
14	**Teacher's statements**** Teacher's written description of incident with signature
15	**Witness statements**** Witnesses' written statements with signature
16	**Student statement** Student's written statement with signature
17	**Photos and/or video surveillance**** Pictures that may have been taken showing evidence
18	**Social media postings, school work containing threatening content**** Include screen shots of each media postings or copies of school work
19	**Correspondence with parent/guardian, i.e., emails, phone calls** Documented phone calls and emails between administrators and parent/guardian

**If there is no information, please include a sheet stating "There were no _____ (fill in the blank).

EXHIBIT J

Additional Services Agreement -

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2019-2020 school year. Items in this list may be subject to separate License Agreements or Service Level Agreements. Prices and availability of services and licenses are subject to revision annually, regardless of the term of this contract. Additionally, agreements between the charter school and the District for services not in this list may be entered into under separate contracts or agreements, as needed.

District Technology Services

Required Services Pursuant to Section 10.4		FY20	
Infinite Campus and Alpine Achievement	**Oct 1 Student Count**	**Cost Per Student**	**Total Cost**
Infinite Campus License	225	$ 10.50	$ 2,362.50
IC & Alpine Enterprise Enterprise Personnel Costs		18.59	4,182.75
Alpine Achievement License		7.65	1,721.25
Server Licenses (VM & Microsoft)		0.29	65.25
Shoutpoint (E-rate discount applied)		1.14	256.50
Total			$ 8,588.25
Active Directory Authentication Services (AD)	**Number of AD Accounts**	**Cost per Account**	**Total Cost**
Licenses for staff requiring access to Infinite Campus	15	$ 18.80	$ 282.00
Total			$ 282.00

Optional Services

Citrix Fees	**Num of Citrix Accounts**	**Cost Per Account**	**Total Cost**
EMC Storage	3	$ 19.67	$ 59.01
Citrix Server		15.50	46.50
Citrix License		85.00	255.00
Microsoft License (part of Citrix image)		35.31	105.93
Total			$ 466.44
Destiny Media Manager (Library Curriuculum)	**Accounts**	**Cost per Account**	**Total Cost**
Site License Fee	0	$ 550.00	$ -
Annual Maintenance Fee	0	150.00	$ -
Total			$ -
Active Directory Authentication Services (AD) (TPCA	**Number of AD Accounts**	**Cost per Account**	**Total Cost**
Additional Staff License (Not on Line 19)	0	$ 18.80	$ -
Total			$ -
Virtual Private Network (VPN) (TCPA Only)	**Number of VPN Accounts**	**Cost per Account**	**Total Cost**
License	0	$ 50.68	$ -
Total			$ -
Recurring VOIP Costs (TPCA Only)	**Recurring VOIP Accounts**	**Cost Per Account**	**Total Cost**
License	0	$ 52.69	$ -
Total			$ -
New VOIP Costs (TPCA Only)	**New VOIP Accounts**	**Cost Per Account**	**Total Cost**
License	0	$ 542.29	$ -

Total			$ -
ISP/Webfilter (TPCA Only)	**Oct 1 Student Count**	**Cost Per Student**	**Total Cost**
ISP/Webfilter	0	$ 8.69	$ -
Total			$ -
Wide Area Network (TPCA Only)	**WAN Use (1 or 0)**	**Annual Cost**	**Total Cost**
Wide Area Network (E-rate discount applied)	0	$ 5,977.24	$ -
Total			$ -

Human Resources

AESOP	**AESOP Use (1 or 0)**	**Annual Cost**	**Total Cost**
AESOP License (may not be available)	0	$ 1,500.00	$ -
Total			$ -

Warehouse

Delivery Service	**Delivery Service (1 or 0)**	**Annual Cost**	**Total Cost**
Delivery Service	1	$ 1,000.00	$ 1,000.00
Total			$ 1,000.00

Total Exhibit H Service/License Costs: $ 10,336.69

Our school chooses the ELPA services below in lieu of receiving ELPA funding directly. Yes___XX__ No_____

Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. Yes__XX___ No_____

Other Items on Ad Hoc Basis (to be billed monthly)

Note: This is not an all-inclusive list. There may be other items that the charter school contracts with the District.

Substitute Teacher Jobs (Salary, PERA, Medicare)

Workers Compensation Insurance Surcharge per Substitute Teacher Day ($3.00 for full day sub/ $1.50 for half-day sub)

Unemployment Charges

Transportation Reimbursement (Field Trips)

Warehouse Orders

"100 Mile Club" Reimbursement

Student Services:

- Hearing and Vision Screenings for Schools under 400 Students: $300 for initial screening; $105 for rechecks
- Hearing and Vision Screenings for Schools over 400 Students: $600 for initial screening; $210 for rechecks
- Truancy Filings ($55/hour)

State Categorical Aid:

- **100% of GT money is passed through the charter schools.**
- Gifted & Talented Services (Screenings, Consultation and Trainings) Will be provided at actual District cost of $50 per hour.
- **ELPA Services - The following services will be provided at no charge in lieu of ELPA funding or may be purchased directly:**
  - Summer School ($450/student)
  - ACCESS Data Parent Comm/Reports/Disaggregated Data ($10/student)
  - ACCESS Training
  - Consulting on "As Needed" Basis ($50/hour)
  - Consulting Support Services ($50/hour)
  - ESL Teacher Training 4 Meetings ($350/teacher)
  - Newsletter ($2/Student)
  - Other Non-ESL Literacy Support: Seminars, READ ACT, Compliance, Testing and Literacy ($425/Teacher)

- Parent Meetings ($10/student)				
- WAPT - Screening, Input, Electronic Filing, Communication, etc. ($25/student)				
Federal Categorical Aid:				
- Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.				
- Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:				
- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs				
- MTSS/PBIS Support				
- Classroom Management				
- Partners in Education (PIE) Master's Program Coaching				
- New Teacher Induction/What I Didn't Learn in College				
- New Administrator Induction				
- Teacher Mentor Training				

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Twin Peaks Charter Academy Contract Renewal

RECOMMENDATION

That the Board of Education approve the 2019-2022 contract with Twin Peaks Charter Academy.

BACKGROUND

The District negotiated a standardized three-year contract document with the charter schools in 2016. This year, the charter schools negotiated together to refine and update this standardized document. The three-year term remains, but the contract now contains two optional one-year renewals.

Twin Peaks Charter Academy's contract specifies they have a private preschool and will purchase services from the District in lieu of receiving some federal and state grant funds directly.

All charter school contracts were discussed at the June 12, 2019 Board Meeting, and are presented individually this evening for approval.

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

TABLE OF CONTENTS

Section	Caption	Page
	RECITALS	4
1.	DEFINITIONS	4
2.	ESTABLISHMENT OF SCHOOL	
2.1	Term	6
2.2	Charter school legal status	6
3.	DISTRICT-SCHOOL RELATIONSHIP	
3.1	District responsibilities and rights	7
3.2	School responsibilities and rights	8
3.3	Procedures for contract amendments	11
3.4	District-School dispute resolution procedures	12
3.5	Other remedies	13
3.6	District violations of charter school law or contract	14
4.	SCHOOL GOVERNANCE	
4.1	Governance	15
4.2	Corporate purpose	15
4.3	Transparency	15
4.4	Complaints	15
4.5	Contracting for core educational services	15
5.	OPERATION OF SCHOOL AND WAIVERS	
5.1	Operational powers	16
5.2	Transportation	16
5.3	Food services	16
5.4	Insurance	16
5.5	Waivers	17
6.	SCHOOL ENROLLMENT AND DEMOGRAPHICS	
6.1	School grade levels	19
6.2	Student demographics	19
6.3	Eligibility for enrollment	19
6.4	Enrollment preferences, selection method, timeline and procedures	19
6.5	Admission procedures	19

6.6	Participation in other District programs	21
6.7	Non-resident admissions	21
6.8	Student movement after October 1	21
6.9	Expulsion and denial of admission	21
6.10	Continuing enrollment	22
7.	EDUCATIONAL PROGRAM	
7.1	Vision and mission	23
7.2	Unified Improvement Plan	23
7.3	District Accreditation Indicators	23
7.4	Educational program characteristics	23
7.5	Online program	23
7.6	Curriculum, instructional program and pupil performance standards	23
7.7	English language learners	23
7.8	Education of students with disabilities	24
7.9	Education of students with 504 Plans	26
8.	FINANCIAL MATTERS	
8.1	Revenues	27
8.2	Disbursement of per pupil revenue	28
8.3	Adjustments to funding	29
8.4	Budget	29
8.5	Enrollment projections	29
8.6	TABOR reserve	30
8.7	Non-appropriation of funds	30
8.8	Contracting	30
8.9	Annual audit	30
8.10	Quarterly reporting	31
8.11	Non-commingling	31
8.12	Encumbrances and borrowing	31
8.13	Accounting system	31
8.14	Building corporation	31
9.	PERSONNEL	
9.1	Employee status	32
9.2	District teachers	32
10.	SERVICE CONTRACTS WITH DISTRICT	
10.1	Direct costs	33
10.2	District services	33
10.3	Special education services	33
10.4	Student information data processing system	33
10.5	Substitute Scheduling System	33
10.6	Personnel services	34
10.7	Additional services	34

11.	FACILITIES	
11.1	Location	35
11.2	Use of District facilities	35
11.3	Impracticability of use	35
11.4	Long-range facility needs	35
12.	CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE	
12.1	Renewal	36
12.2	Termination and appeal	36
12.3	School-initiated closure	36
12.4	Dissolution	37
12.5	Return of property	37
13.	GENERAL PROVISIONS	
13.1	Order of precedence	38
13.2	Amendments	38
13.3	Merger	38
13.4	Non-assignment	38
13.5	Governing law and enforceability	38
13.6	No third-party beneficiary	38
13.7	No waiver	38
13.8	Notice	38
13.9	Severability	39
SIGNATURE PAGE		40
EXHIBIT A	WAIVERS FROM STATE LAW AND/OR REGULATIONS	
EXHIBIT B	DISTRICT POLICY EXEMPTIONS/WAIVERS	
EXHIBIT C	OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION	
EXHIBIT D	ENROLLMENT PROCEDURES	
EXHIBIT E	UNIFIED IMPROVEMENT PLAN	
EXHIBIT F	DISTRICT ACCREDITATION INDICATORS	
EXHIBIT G	EDUCATIONAL PROGRAM CHARACTERISTICS	
EXHIBIT H	PLAN FOR ENGLISH LANGUAGE LEARNERS	
EXHIBIT I	DUE PROCESS GUIDELINES AND CHECKLIST	
EXHIBIT J	ADDITIONAL SERVICES AGREEMENT	

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

This Contract is made and entered on June 26, 2019 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district, hereafter referred to as the "District" and **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 a renewal charter application for School as a District charter school through June 30, 2025, 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 Charter School Name.

Charter Board shall mean the Charter School Name. Board of Directors.

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

Administrator shall mean the principal/executive director of the School.

Application shall mean the School's application for a charter school, dated October 23, 1996.

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

CDE shall mean the Colorado State Department 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 May 8, 2019.

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

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

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, 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.

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.

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.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

2. ESTABLISHMENT OF SCHOOL

2.1 Term. This Contract is effective as of July 1, 2019 for a three-year period, terminating on June 30, 2022. The District may extend the Contract for two (2) separate one (1) year terms. The District shall provide the School with written notice no less than one-hundred fifty (150) days prior to June 30, 2022 in order to exercise the first one (1) year term extension and with written notice no less than one-hundred fifty (150) days prior to June 30, 2023 in order to exercise the second one (1) year term extension. Except as herein contained or otherwise agreed pursuant to Section 13.2 (Page 38), all other terms and conditions of the Contract shall remain the same under the one (1) year extension(s).

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 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 non-profit. 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 (Page 17) 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.

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 that 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 (10) 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 3.2.5.a (Page 10)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 (Page 23).

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 (Page 33), 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. 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 (3) 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. Any time there is knowledge of an incident involving an employee or student that may generate significant negative press or public notoriety to the school or school district.
7. A change in the administrative leader of the School.

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 or indictment 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 (60) 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 CDE as set forth in 1 CCR 301-37, §15.00.
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 Safety. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August to the District

Security Manager, who will be responsible for communicating the information to local responders.

3.2.4 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 (Page 17). 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.

3.2.5 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 (10) Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 (Page 12) 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 (10) business days or such other time as the parties may agree to cure such breach.

b. Required financial reports (in Excel format, unless otherwise noted)

    1. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    2. Annually, as specified:
        i. Calendar year-end trial balance – February 1
        ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        iii. Projected enrollment – Preliminary by Feb 1, adjusted by March 15
        iv. Proposed Budget – April 15
        v. Charter Board adopted budget – June 30
        vi. Draft of annual audit with Trial Balance – September 1 or as reasonably scheduled by District auditors
        vii. Verification of prior year charter approved special education expenditures – September 15

viii. Final annual audit with Trial Balance – October 1 or as scheduled by District auditors

ix. 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.

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 and January 31.

i. The District HR department will retain information on School personnel provided on the completed CDE Employee Data Collection Form.

ii. 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 CDE or other Federal or State governmental authorities.

iii. The School will communicate with the District regarding employees requiring SVVSD accounts (to include Active Directory and Infinite Campus; does *not* include email except where noted in Exhibit J), and within 48 hours of employee termination in order to ensure those accounts are disabled in a timely manner.

3.2.6 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 (60) 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.

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 (3) 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 ten (10) calendar days after the close of the hearing. Such report will contain findings provided that the arbitrator is not authorized to modify, add to or subtract from this agreement. The arbitrator will issue a brief, confidential statement of findings and a recommendation to the parties. The Board of Education may act to accept or reject such recommendation at the next regularly scheduled meeting occurring at least two weeks after receipt of the arbitrator's recommendation and, at that time, will release the arbitrator's findings within the meaning of C.R.S. 22-30.5-107.5(3)(b).

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 (Page 36). 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 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.

a. 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 3.2.5 (Page 10) by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4 (Page 29).

b. 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, C.R.S. 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.

c. 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 3.4.b (Page 12). 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.

d. 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.

e. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in Section 8 (Pages 27-31) or deficiencies related to financial reporting requirements outlined in section 3.2.5.b (Page 10) occurs, the District may, upon Board action, require the school to:
   1. 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
   2. 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 (Page 12).

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 (Page 6) 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, 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.

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 which shall not be unreasonably delayed or denied); 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 insurance (including owned, hired and non-owned vehicles). The School will also purchase a bond or crime insurance and property insurance that covers 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

(10) Days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.
In consideration of the possibility of a data breach of protected information and/or the introduction of malicious code, and due to the Charter contracting with the District to use certain shared platforms that contain protected information, responsibility for the breach of information shall be governed as follows. For a covered cause of loss, District liability coverage may extend if the Charter is affected by a claim or loss resulting from the District's failure to properly handle, manage, store, destroy, or otherwise control Personally Identifiable Information, educational information, financial information, or other forms of protected information, subject to policy terms, conditions, and exclusions. if the breach is caused by a system the District contracts for that the charters use, the District insurance is primary.

If the cause of loss is determined to result from a third party vendor or contractor contracted by the Charter, or a breach stemming from the Charter, or Charter users of the platform, coverage would be the responsibility of the Charter's liability carrier. The charter agrees to indemnify the District against any claims or causes of loss that arise from any successful or attempted breach of data at the level of the Charter or the Charter's users.

5.5 Waivers.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

   Waivers are not required, but may be granted or requested for purposes of clarity, when a statute or policy by its express terms does not apply to charter schools. The District will reasonably cooperate with the School in granting waivers of policy or applying for waivers of statute when such waivers are necessary or appropriate to enable the School to serve the best interests of students and fulfill its mission.

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

b. 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.

c. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty

(30) 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 (30) 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.

d. 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.

e. A list of all state waivers is included as **EXHIBIT A**. A list of all District policy waivers is included as **EXHIBIT B.**

6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through grade twelve, including other ancillary activities, including a private preschool that is not subject to District oversight.

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 C**, 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 D**.

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

a. Following the application deadline and upon completing the lottery, if appropriate, the School shall request that the student/District provide the most recent Individualized Education Program ("IEP") IEP or Section 504 Plan, if any.

b. When an applicant has an existing IEP Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District Special Education representative shall review the IEP Plan, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the services 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 Special Education representative will convene a complete IEP Plan team to make the final determination. If the determination by the full team is that the IEP Plan cannot be fully implemented at the School and

therefore a Free Appropriate Public Education (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 Plan Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Special Education, along with parents, will participate in the IEP Plan Team meeting at the School.

c. Admission of applicants with an IEP Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the IEP Plan , unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP Plan team review meeting is held and the Plan 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 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

d. When an applicant has an existing Section 504 Plan, prior to the decision to deny admission, a Review Team consisting of the School Principal or designee, the School 504 Coordinator, and the executive director of Student Services shall review the Section 504 Plan. If deemed appropriate, the Review Team will confer with staff at the student's previous school to determine whether the services 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 executive director of Student Services will convene a Section 504 Plan team to make the final determination. The 504 Plan Team shall consist of the principal or designee of the charter school, parents of the student, the area assistant superintendent(s) of schools, the executive director of Student Services and any other participants as required by federal law. If the determination by the 504 team is that the Section 504 Plan cannot be fully implemented at the School, the student's application for admission will be denied and the student's current placement will be determined by the 504 Plan Team. If the 504 Plan Team cannot reach consensus, then the student's placement will be determined by the area assistant superintendent(s) of the sending and receiving schools.

e. Admission of applicants with a Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with a Section 504 Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review

staffing by the full Section 504 Plan team review meeting is held and the Plan 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 Section 504 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

f. 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.

6.6 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.

6.7 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 reside outside the District. Once accepted for enrollment, a non-District resident student may re-enroll 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. The Charter Board, however, 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, in conformance with state statutes and the District's policies 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., to conduct a due process hearing. To ensure a fair process, the Charter Board must provide notice of the contemplated action to the student and parents/guardians. The Board must also prepare an evidence notebook regarding the grounds for expulsion including, without limitation, student data, witness statements, photographs, copies of school rules/regulations, and other evidence. The evidence must

be presented to a designated hearing officer at the hearing to render findings of fact and recommendations in accordance with relevant state and federal laws and the District's policies regarding expulsion and denial of admission. Following a hearing, the Charter Board's designated hearing officer shall issue its confidential written recommendation and convey the same, together with the evidence notebook described above and a copy of the taped proceedings, to the District no later than two (2) school days after the hearing. The District's Superintendent or designee shall review the hearing officer's recommendation and the file and determine whether the School's removal was warranted and in compliance with federal and state laws and the School's policies. The Superintendent or designee will issue a written decision, which shall be final as to the removal of the student from enrollment in the School. The approval to remove a student from the school shall not be unreasonably withheld.

The District's Superintendent or designee shall additionally determine whether the grounds for removal from the School also constitutes grounds for possible expulsion from all schools within the District, and the District may proceed with an expulsion hearing pursuant to the District's policies and regulations.

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.

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 E**.

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 F**. 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 G**, subject to modification with the District's written approval.

7.5 Online 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 CMAS tests as required by the State, subject to the statutory right of parents to opt out of the test. The School will not impose consequences on students or parents that have the effect of encouraging or discouraging students or parents from opting out. The School may recommend or reasonably advocate that parents not opt out. 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 H.** The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.

7.8 Education of students with disabilities.

a. 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.

b. The District will provide all special education support services to students at the School, except that the School will hire its own special education teacher(s) and paraprofessionals subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education. 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. The school may hire itinerant staff with District approval, subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education.

c. The cost for special education services is described in Section 10.3 (Page 33). 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), CDE's Federal Complaints Officer, or Individuals with Disabilities Education Act (IDEA) due process proceedings. In the case that findings from the complaint indicate gross negligence of school staff, the School shall have the responsibility for paying for all fees and expenses, including attorneys' fees, expert costs, settlements and judgments, incurred and related to the School's special education students. 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 Review Team, it will be the responsibility of the District.

d. 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. In the case where The School Administrator and

the Director of Special Education disagree about interpretation or application of statute or regulation with regard to a matter at The School, The School may express any legal concerns to counsel for the District prior to a final decision being communicated by the Executive Director of Special Education with regard to said matter.

e. 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 Special Education, 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.

f. 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 during the school year, following their employment, and be supported by a mentor selected by the Special Education Department throughout the first year of employment.

g. 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.

h. 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.

i. If a student needs support outside of the school day to participate in a school-related activity, the support must be pre-approved by the Special Education Executive Director. If the need is determined and approved by the Special Education Executive Director, the school shall have responsibility for hiring and paying for the support and the cost shall be included in the cost model outlined in Section 10.3 (Page 33).

a. 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.

b. 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.

c. Gifted and Talented services will follow state approved pathways for identification and the provision of services.

7.9 Education of students with 504 Plans. 504 Plans are developed by the School. The School must have a designated 504 Plan coordinator. The District will provide training and consultation to the School 504 Plan coordinator.

8. FINANCIAL MATTERS

8.1 Revenues

1. District Per Pupil Revenue (PPR) 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 PPR 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 funds) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds by the District. 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. In lieu of funds, the School may receive federally funded goods or services from the District. Specific goods and services would be negotiated and documented in **EXHIBIT J**.

3. State categorical aid. On or before January 25 of each year, the District will provide to the School the School's proportionate share of applicable state categorical aid received by the District for which the School is eligible (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 and capital construction funds). Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required. In lieu of funds, the School may receive categorically funded goods or services from the District. Specific goods and services would be negotiated and documented in Exhibit J. Special Education costs and reimbursements will be addressed as stated in Section 10.3 (Page 33).

4. Mill Levy Override Funds. The Parties acknowledge that the General Assembly adopted HB 17-1375, effective June 2, 2017, codified in Section 22-32-108.5,

C.R.S. (2017), concerning the distribution of Additional Mill Levy Revenue to charter schools. The District has adopted a plan under the Revenue Sharing Bill ("HB 17-1375 Plan"). Subject to the paragraph below, the St. Vrain Valley School District HB 17-1375 Plan will provide that, for the current fiscal year, the District will allocate ninety-five percent (95%) of the total 2008 and 2012 Mill Levy Override revenue to the School, divided by the certified District-wide Funded Pupil Count, multiplied by the School's certified Funded Pupil Count for the current fiscal year. The amount allocated may be prorated in the event that the charter school ceases operation part-way through the year. This plan will commence in FY 2019-20 and continue thereafter unless amended by the District's Board following any periodic review of the plan.

Notwithstanding anything to the contrary contained above, in the event any portion of HB-1375 is found to be illegal, invalid, or unenforceable for any reason, the Parties agree that the H.B. 17-1375 Plan and the allocations above may be rescinded or revised by the District Board and that the Parties will reopen negotiations concerning amending this Contract for the remainder of the term. The District's Board of Education reserves the right to contract with or financially support any charter school on an ad-hoc, individual, and discretionary basis in order to benefit St. Vrain students and further the mission and vision of the District. Any such contracts or support shall not be deemed to modify the established HB 17-1375 Plan.

5. Bond Issues. The District will allow for representation by the charter schools on any committee established by the District to assess and prioritize the District's capital construction needs. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time, but no later than June 1 of the applicable election year.

6. Annual accounting. As required by state statute, the District shall provide a final accounting of costs to the School by September 30 of each year. Any imbalance of funds shall be corrected by October 31. The District will use the School's year-end financial information to establish the special education (or other agreed to categorical) expenditures to be included in the annual accounting reconciliation. The School must verify its special education (or other agreed to categorical) expenditures prior to September 15 of each year in order for the District to meet the State Statute deadlines.

8.2 Disbursement of Per Pupil Revenue (PPR). Commencing on or around July 25th, but not to exceed the last business day of the month of the contract term, District PPR funding, as described in Section 8.1 (Page 27) 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 (Page 29). 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 (Page 29).

8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: On or around December 26, but not to exceed the last business day of the month, 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 or around December 25 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 payment, so that funding is equal to the PPR provided for in this Contract, will be made no later than the on or around June 25 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 of each year, 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 of each year, 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 (Page 13).

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 having a per event or annual value greater than $5,000.00 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 generally accepted accounting standards and governmental accounting pronouncements performed by a certified public accountant each fiscal year. The audit shall comply with the CDE's Financial Policies and Procedures Handbook, Data Pipeline requirements, etc. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in Section 3.2.5.c (Page 11) of this contract. A failure by the District to provide required information to the School by its deadline shall reopen negotiations on the School's audit deadlines, provided that no delay in the timeline shall exceed the number of days that the District was late. 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.e (Page 14).

8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(1)(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 each month. The format of the reports must be 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 CDE. 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 must use the financial reporting method for the building corporation required by the District.

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.

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 nursing services, and 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 signed by 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 Special Education. 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 security and 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 J**).

10.5 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's Substitute Scheduling System. The School 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 J**). The School will agree to pay the substitute rates as set annually in **EXHIBIT J**. Such rates will include a flat rate to cover worker's compensation costs.

10.6 Personnel services. 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.

10.7 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 J**. 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 J** must be negotiated under a separate services agreement.

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 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 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.

12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. Timeline and process. The School will submit its renewal application by 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 school year before the School's Charter expires. If the Board of Education decides not to renew the Charter, it will detail the reasons in its resolution.

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 District Charter Schools (Procedures for Establishment, Review, Renewal, Revocation and Closure).

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, Page 12) 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 PPR funding as described in Section 8.1 (Page 27) will be reduced by adjusting from the date of conclusion of services to the end of the school year.

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.

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.

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 (Page 12) 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 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 (3) 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.

IN WITNESS WHEREOF, the parties have executed this Contract by May 8, 2019.

TWIN PEAKS CHARTER ACADEMY
340 SOUTH SUNSET STREET
LONGMONT, CO 80501

By _____
Jim Schauer, President
Board of Directors

ATTEST:

_____
Tim Ellis, Secretary

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

By _____
Joie Siegrist, President
Board of Education

ATTEST:

_____
John Ahrens, Secretary
Board of Education

EXHIBIT A

WAIVERS

Waivers from Colorado Revised Statues and/or Rules/Regulations

Automatic Waiver List as of 6/2/2017

State Statute Citation	Description
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4), C.R.S.	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S	School Year-National Holidays

The following non-automatic exemptions are requested from SVVSD Policies for the duration of the Contract, beginning July 1, 2019 and through June 30, 2022. Replacement policies are available on the School's website.

Charter School Waiver Request Addendum

Use the addendum template below to list the non-automatic waiver(s) from statute and rule and the related replacement plans that the charter school is requesting.

Contact Information
School Name: Twin Peaks Charter Academy
School Address (mailing): 340 South Sunset Street Longmont, CO 80501
Charter School Waiver Contact Name: Joseph Mehsling
Charter School Waiver Contact's Phone Number: 303-772-7286
Charter School Waiver Contact's Email: Mehsling_joseph@svvsd.org

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: 22-9-106 Local Boards of Education - duties Section from Certificated Personnel Evaluations
Rationale: TPCA utilizes its own evaluation system as agreed to in the charter school contract with the St. Vrain Valley School District. The evaluation system will continue to meet the intent of the law and comply with the requirements established pursuant to this section and the rules promulgated by the state board and senate bill 191. The methods used in teacher evaluation are clear to the teacher's roles and responsibilities and are tied to student achievement. TPCA will not be required to report teacher evaluation data, however teacher performance, related to student achievement will be reviewed by the school to inform hiring practices and professional development.
Replacement Plan: TPCA Governance Committee assessed and proposed policy T-GCOA that supports our mission, legacy and guiding principles and founding philosophies.
Duration of Waivers: Permanent.
Financial Impact: 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 Waivers 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.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: 22-2-112(1)(q)(I) Educator Preparation Program Reporting
Rationale: TPCA conducts their own personnel performance evaluations. Therefore, TPCA should not be required to report teacher evaluation ratings as part of the commissioner's report as required by C.R.S. 22-2-112(1) (q) (I).
Replacement Plan: TPCA utilizes its own evaluation system as agreed to in the charter school contract with the St. Vrain Valley School District. The evaluation system will continue to meet the intent of the law and comply with the requirements established pursuant to this section and the rules promulgated by the state board and senate bill 191. The methods used in teacher evaluation are clear to the teacher's roles and responsibilities and are tied to student achievement. TPCA will not be required to report teacher evaluation data, however teacher performance, related to student achievement will be reviewed by the school to inform hiring practices and professional development.
Duration of Waivers: Permanent
Financial Impact: 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 Waivers Will be Evaluated: Student achievement results and attainment of teacher quality standards.
Expected Outcome: TPCA will implement its teacher evaluation program in a manner that produces accountability and high levels of student achievement.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: 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.
Replacement Plan: TPCA Governance Committee assessed and proposed policy T-GCFC that supports our mission, legacy and guiding principles and founding philosophies.
Duration of Waivers: Permanent
Financial Impact: 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 Waivers Will be Evaluated: Implemented policy T-GCFC that regulates the hiring of non-licensed personnel. This policy has enabled TPCA to employ individuals, which complement and enhance the education of TPCA students.
Expected Outcome: TPCA will hire the best teacher for the job regardless of formal licensure.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: 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.
Replacement Plan: TPCA Governance Committee assessed and proposed policies T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2 that supports our mission, legacy and guiding principles and founding philosophies.
Duration of Waivers: Permanent
Financial Impact: 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 Waivers 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)

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: 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.
Replacement Plan: TPCA Governance Committee assessed and proposed policies T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2T that supports our mission, legacy and guiding principles and founding philosophies.
Duration of Waivers: Permanent
Financial Impact: 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 Waivers 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)

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: 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.
Replacement Plan: TPCA Governance Committee assessed and proposed policy T-GCA that supports our mission, legacy and guiding principles and founding philosophies.
Duration of Waivers: Permanent
Financial Impact: 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 Waivers 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.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: 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.
Replacement Plan: TPCA Governance Committee assessed and proposed policy T-IJ that supports our mission, legacy and guiding principles and founding philosophies.
Duration of Waivers: Permanent
Financial Impact: 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 Waivers Will be Evaluated: Annual examination of curriculum and instructional materials, and new curriculum approved by the board of directors.
Expected Outcome: The TPCA Community will choose its own curriculum and appropriate grade level of instruction.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: 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.
Replacement Plan: TPCA Governance Committee assessed and proposed policy T-BGB that supports our mission, legacy and guiding principles and founding philosophies.
Duration of Waivers: Permanent
Financial Impact: 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 Waivers 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.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: 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 adheres 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.
Replacement Plan: TPCA Governance Committee assessed and proposed policy T-IC/ICA that supports our mission, legacy and guiding principles and founding philosophies.
Duration of Waivers: Permanent
Financial Impact: 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 Waivers 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.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: 22-32-110(1)(y) Local Board Powers-Accept gifts, donations, grants
Rationale: In order to ensure that Twin Peaks Charter Academy is able to operate effectively, the school engages in fund development efforts. Funds are raised from a wide range of foundations, corporations, and individuals. In addition, the school occasionally receives gifts, which can be used to further support the programs.
Replacement Plan: Twin Peaks Charter Academy engages in responsible fundraising efforts and receives and executes gifts, donations and/or grants in alignment with the donors' wishes, along with local, state and federal laws. In cases of giving in which funds are unrestricted, the school, with the support of the school's Board of Directors and Finance Committee, determines the most effective use of the funds.
Duration of Waivers: Permanent
Financial Impact: 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 Waivers Will be Evaluated: Because adequate funding is necessary to implement the Academy's programs, the impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between TPCA and the SVVSD. Further, TPCA complies with all audits, in which faithful execution of gifts, donations and grants are accounted.
Expected Outcome: The waiver enables TPCA to faithfully execute its mission as presented in the contract between TPCA and the SVVSD.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: 22-32-116.5 Extracurricular and Interscholastic Activities
Rationale Waiver is requested because TPCA cannot 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.
Replacement Plan TPCA Governance Committee assessed and proposed policy T-JJ-1,2 T-JJ-A and T-JJ-E1 that supports our mission, legacy and guiding principles and founding philosophies.
Duration of Waivers: Permanent
Financial Impact: 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 Waivers Will be Evaluated: The TPCA Board will monitor student enrollment on a regular basis.
Expected Outcome: Because of funding limits and class size specification it is difficult to enroll students on a part-time basis.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: 22 1014(2)(a) Kinder School Readiness
Rationale: TPCA requests that we be granted the authority to adopt our own assessments to meet the intent of the School Readiness Statute. The domains of physical well-being, motor development, social-emotional development, language and comprehension development; and cognition and general knowledge are assessed daily due to the present curriculum and assessments. Support is readily available through numerous avenues based throughout the program.
Replacement Plan: TPCA has identified each component of school readiness as it is defined in statute; physical well-being and motor development, social and emotional development, language and comprehension development and cognitive and general knowledge. We have identified or developed assessments, observation protocols and other qualitative methods to evaluate each component. Twin Peaks has a Kindergarten program utilizing the Core Knowledge curriculum in addition to the Common Core/State Standards.
Duration of Waivers: Permanent
Financial Impact: The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy. **C**
How the Impact of the Waivers Will be Evaluated: Completed evaluations will be done on each kindergarten student, interventions implemented during the school year and results placed in their permanent file in June of the child's Kindergarten school year. Students requiring additional intervention will be serviced through our school MTSS program.
Expected Outcome: TPCA will complete an evaluation of each component of school readiness and provide interventions for each child not meeting benchmark.

EXHIBIT B

DISTRICT POLICY EXEMPTIONS/WAIVERS

Exemptions Requested from SVVSD Policies
The following automatic exemptions are granted for the duration of this Contract beginning July 1, 2019 and through June 30, 2022.

EBCE	School Closings and Cancellations
EEA	Student Transportation
EEAA	Walkers and Riders
EEAC	Bus Scheduling and Routing
EEAE	Bus Safety Program
EEAEA	School Transportation Vehicle Operator Requirements and Training
EEAEAA*	Drug and Alcohol Testing for CDL Drivers
EEAEAA*-R	Drug and Alcohol Testing for CDL Drivers – Regulation
EEAEF*	Video Cameras on Transportation Vehicles
EEAEG*	Use of Wireless Communication Devices by School Transportation Vehicle Operators
EF	School Nutrition Program
FA	Facilities Development Goals/Priority Objectives
FA-R	Facilities Development Goals/Priority Objectives – Regulation
FB	Facilities Planning
FB-R	Long-Range Facilities Planning Committee – Regulation
FBC*	Prioritization of Facility Improvements
FC	School Capacity Mitigation
FD	Facilities Funding
FDA	Bond Campaigns
FDB	Voluntary Capital Mitigation
FDB-R	Voluntary Capital Mitigation – Regulation
FEA	Educational Specifications for Construction
FEB	Architect/Engineer/Project Manager/Construction Manager
FEB-R	Architect/Engineer/Project Manager/Construction Manager – Regulation
FEE	Site Acquisition
FEE-R	Site Acquisition – Regulation
FF	Naming of Facilities
FFA	Dedications, Memorials and Recognitions
GBEBA	Staff Dress Code
GBEBC	Staff Gifts to and Solicitations by Staff
GBGAB	First Aid Training
GBGB	Staff Personal Security and Safety

GBGC	Staff Benefits
GBGD	Workers' Compensation
GBGF	Federally-Mandated Family and Medical Leave
GBGF-R	Federally-Mandated Family and Medical Leave – Regulation
GBGI	Staff Military Leave
GBGK	Staff Legal/Civic Duty Leave
GBJ	Personnel Records and Files
GBK	Staff Concerns/Complaints/Grievances
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules
GCE/GCF	Professional Staff Recruiting/Hiring
GCE/GCF-R	Professional Staff Recruiting/Hiring – Regulation
GCFA*	Hiring of Instructional Staff/Portability of Non-Probationary Staff
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff
GCI	Professional Staff Development
GCKAA*	Teacher Displacement
GCO	Evaluation of Licensed Personnel
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff
GCQE*	Evaluation of Evaluators
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal)
GCS	Professional Research and Publishing
GDA	Support Staff Positions
GDBA	Support Staff Compensation
GDE/GDF	Support Staff Recruiting/Hiring
GDE/GDF-R	Support Staff Recruiting/Hiring – Regulation
GDG	Part-Time and Substitute Support Staff Employment
GDO	Evaluation of Support Staff
GDQB	Resignation of Support Staff
GDQD	Discipline, Suspension and Dismissal of Support Staff
HA	Negotiations Goals/Priority Objectives
HH	Negotiating Organization (Instructional Staff)
IC/ICA	School Year/School Calendar/Instruction Time
IFC	Multiculturalism
IG	Curriculum Development
IHAI	Career and Technical Education
IHAM	Health and Family Life/Sex Education
IHAM-R	Health Education – Regulation
IHAMA	Teaching about Drugs, Alcohol and Tobacco
IHBA	Special Education Programs for Students with Disabilities
IHBB	Gifted Education
IHBD	Equivalence of Services (Title I)
IHBEA	English Language Learners
IHBF	Homebound Instruction
IHBG	Home Schooling

IHBIB	Primary/Preprimary Education
IHBK	Preparation for Postsecondary and Workforce Success
IHBK-R	Preparation for Postsecondary and Workforce Success (Implementation Plan for Student Individual Career and Academic Plans regulation
IHCDA	Concurrent Enrollment
IJ	Instructional Resources and Materials
IJK	Supplementary Materials Selection and Adoption
IJNDAB*	Instruction through Online Programs
IJOA	Field Trips
IJOA-R	Field Trips – Regulation
IJOA-E	Field Trip/Activity Permission Form – Exhibit
IJOC	School Volunteers
IJOC-E	School Volunteer Application – Exhibit
IK	Academic Achievement
IKA	Grading/Assessment Systems
IKA-R	Grading/Assessment Systems (Exemption Procedure and Information to Parents/Guardians) – Regulation
IKE	Ensuring All Students Meet Standards
IKF-R	Graduation Requirements-Physical Education Waiver – Regulation
IKFA	Early Graduation
IKFB	Graduation Exercises
IMB	Teaching about Controversial Issues and Use of Controversial Materials
IMDB	Flag Displays
JC	School Attendance Areas
JC-R	Determination of a Student's School Attendance Area – Regulation
JCAA	School Districting/Redistricting
JCAA-R	School Districting/Redistricting (School Boundary Change Guidelines) – Regulation
JGA	Assignment of New Students to Classes and Grade Levels
JGA-R	Assignment of New Students to Classes and Grade Levels (Students from Home Instruction or Non-accredited Private Schools) – Regulation
JH	Student Absences and Excuses
JH-R	Student Absences and Excuses – Regulation
JHD	Exclusions and Exemptions from School Attendance
JIC	Student Conduct
JICA	Student Dress Code
JICC	Student Conduct in School Vehicles
JICC-R	Student Conduct in School Vehicles – Regulation
JICDA	Code of Conduct
JICDE*	Bullying Prevention and Education
JICEA	School-Related Student Publications (School Publications Code)
JICEA-R	School-Related Student Publications (School Publications Code) – Regulation
JICEC*	Student Petitions and Distribution of Non-Curricular Materials
JICEC*-R	Student Petitions and Distribution of Non-Curricular Materials – Regulation
JICF	Secret Societies/Gang Activity

JICG	Use of Tobacco by Students
JICH	Drug and Alcohol Involvement by Students
JICH-R	Drug and Alcohol Abuse by Students – Regulation
JICI	Weapons in School
JIH	Student Interviews, Interrogations, Searches and Arrests
JIH-R	Student Interviews, Interrogations, Searches and Arrests – Regulation
JIHB	Parking Lot Searches
JII	Student Concerns, Complaints and Grievances
JII-E	Grievance Form – Exhibit
JJA-1	Curriculum Related Student Organizations
JJA-2	Student Organizations – Open Forum
JJA-2-R	Non-Curricular Student Organizations (Secondary Schools) – Regulation
JJA-2-E	Request for Building Use by Non-Curricular Student Groups – Exhibit
JJF	Student Activities Funds
JJH	Student Travel
JJIB	Interscholastic Sports
JJJ	Extracurricular Activity Eligibility
JJJ-R	Extracurricular, Co-Curricular and Intramural Activity Eligibility – Regulation
JK	Student Discipline
JKBA*	Disciplinary Removal from Classroom
JKBA*-R	Disciplinary Removal from Classroom – Regulation
JLCF	District School Nurses
JLCF-R	District School Nurses – Regulation
JLD	School Counseling Programs
JLIF	Use of Safety and Security Technologies
JLIF-R	Use of Safety and Security Technologies – Regulation
JLJ*	Physical Activity
JM	Student Awards, Honors and Scholarships
JM-R	Student Awards, Honors and Scholarships – Regulation
JQ	Student Fees, Fines and Charges
JQ-R	Student Fees, Fines and Charges – Regulation
JQ-E	Schedule of Student Fees – Exhibit
KE	Public Concerns and Complaints
KEC	Public Concerns/Complaints about Instructional Resources
KEF*	Public Concerns/Complaints about Teaching Methods, Activities or Presentations
KF	Community Use of School Facilities
KHB	Advertising and Sponsorships
KHB-R	Advertising and Sponsorships – Regulation
KHC	Distribution/Posting of Non-curricular Materials
KHC-R	Distribution/Posting of Non-curricular Materials – Regulation
KI	Visitors to Schools

EXHIBIT C

OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION

Reference Section 6, School Enrollment and Demographics of the Charter School Contract Between St. Vrain Valley School District RE-IJ and Twin Peaks Charter Academy, and Exhibit D, Enrollment Procedures

Twin Peaks Charter Academy's student population is reflective of Longmont and the St. Vrain Valley School district. The Academy follows the district's enrollment procedures. We offer personalized weekly tours throughout the year. Over the last two years we have dramatically increased or online presence, rebuilt our website, as well as including teacher web pages for every class.

As of the 2018/19 October count the Academy's Free and Reduced lunch percentage was 42%

As of the 2018/19 October count the Academy's Special Education percentage was 7%

On the next page is the Academy's 2018/19 October Count Student Population by Race/Ethnicity and Grade Level (Male/Female/Total) report.

EXHIBIT D

ENROLLMENT PROCEDURES

Reference Section 6, School Enrollment and Demographics of the Charter School Contract Between St. Vrain Valley School District RE-IJ and Twin Peaks Charter Academy

Preference is given to residents within the boundaries established by the St. Vrain Valley School District. Non-residents will be assigned a priority number based on their date of application but only will be enrolled when no district students are available. If an Academy family moves out of the district all children enrolled at Twin Peaks Charter Academy will be permitted to continue to attend Twin Peaks Charter Academy. Submitting a "Power of Attorney" form transferring responsibility for a child to another adult does not change the student's address/attendance area in determining district attendance. Documentation is necessary to prove residency for all students. Examples: utility/telephone bill; contract to build/purchase house; voter registration card; homeless student as verified by District Attendance Office

All persons age five (5) through twenty (20) who reside within the boundaries of the St.Vrain Valley School District (SVVSD) may be permitted to attend Twin Peaks Charter Academy. Persons who do not live in the district may be admitted under Board policies relating to nonresident students. Neither will be required to pay for tuition. A birth certificate or other proof of legal age, as well as proof of residency shall be required by TPCA administration. Withdrawal will be fulfilled on the request for records to TPCA from another school or in writing from the parent/guardian of enrolled child.

Admission Procedures

I. Order of Enrollment Preference

Waiting Lists will be activated when enrollment levels fall above numbers as determined by grade level capacity.

- 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.
- The second preference is for siblings of students already enrolled. If a sibling declines an enrollment offer or accepts, attends and then withdraws, they lose sibling status for that school year but may apply through the general enrollment process. They may re-apply and receive sibling status for subsequent school years. Parents must affirm or-reaffirm their desire to enroll siblings each year by the date published.
- 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 year by the date published.
- The fourth preference is for students presently enrolled in the Twin Peaks Preschool (for those applying to Kindergarten only).
- The fifth preference is for students who enter through the annual lottery.
- The sixth preference is for students who enter through the annual waiting list.

II. TPCA will follow the SVVSD Open Enrollment window for enrolling new students for the following school year.
Students may apply outside the Open Enrollment window and may be approved at the discretion of the administration.

The Lottery will be governed by the following rules:
1. All enrolled children whose parents/legal guardians have attended an informational meeting and reside in the SVVSD and have an enrollment application on file will be eligible to enter.
2. The lottery will determine the order a child will be awarded a place in TPCA, as room becomes available in his/her grade.
3. Each student's number drawn in the lottery will determine the order for possible enrollment for that student for the following school year only. Lottery waiting lists will only be "activated" when a class falls below its maximum size and all siblings and teacher's children for that class have been exhausted.
4. Each student may only be entered on one grade level per lottery.
5. For each consecutive year a student is entered into the lottery, they receive that many entries, starting with the school year 2002-2003. Any potential student who is offered a position and refuses placement, will lose any and all lottery positions for that potential student and loses the benefit of any years accumulated, for that potential student.

EXHIBIT E

UNIFIED IMPROVEMENT PLAN

To be submitted by charter school

COLORADO
Department of Education

Mandatory
FORM # SPS-135
EDAC APPROVED
Approved 6/2/2017 for 2017-2018

Log Out

TWIN PEAKS CHARTER ACADEMY UIP 2017-18

District: **ST VRAIN VALLEY RE 1J** | Org ID: **0470** | School ID: **8927** | Framework: **Performance Plan: Meets 95% Participation** | **Draft UIP**

Colorado's Unified Improvement Plan for School

Table of Contents

Executive Summary
Improvement Plan Information
Narrative on Data Analysis and Root Cause Identification
Action Plans
Addenda

Executive Summary

How are students performing? Where will the school focus attention?

Priority Performance Challenges: Specific statements about the school's performance challenges (not budgeting, staffing curriculum, instruction, etc.), with at least one priority identified for each performance indicator (Achievement, Growth, PWR), where the School did not meet federal, state and/or local expectations.

Name: 3rd grade ELA decline
Description: 3rd grade students are showing declining ELA achievement scores according to PARCC and iReady data. PARCC ELA data show that 42% of students met/exceeded expectations in 2017, 43% met/exceeded in 2016, 43% met/exceeded in 2015, 51% met/exceeded in 2014. iReady Reading data support this declining trend in students meeting or exceeding grade level expectations.level expectations.

Name: Increasing number of READ plans
Description: The number of students on READ plans is increasing. 2017-18 =78 READ plans, 2016-17 = 69 READ plans, 2015-16= 64 READ plans, 2014-15= 36 READ plans.

Name: 8th grade ELA Decline
Description: Academic Achievement (Status): Eighth grade students are showing declining ELA achievement scores according to PARCC. PARCC ELA data show 50.8% of students met/exceeded expectations in 2017, 53.8% met/exceeded in 2016, 54.7% met/exceeded in 2015.

Name: Algebra 1 Performance
Description: Academic Achievement (Status): Algebra 1 students are showing declining math achievement scores according to PARCC. PARCC data show in 2017 31.1% of students met or exceeded expectations compared to 2016 when 37.1% of students met or exceeded. In 2015 28.4% of students met or exceeded expectations.

Why is the education system continuing to have these challenges?

Root Causes: Statements describing the deepest underlying cause, or causes, or performance challenges, that, if dissolved, would result in elimination, or substantial reduction of the performance challenge(s).

Name: Instructional Alignment
Description: Lack of alignment between current standards, lessons, materials and assessments.

Name: Data Driven Instruction
Description: Inconsistent practices related to data analysis, instructional planning and systemic tiered intervention approaches.

Major Improvement Strategies

Major Improvement Strategies: Identify the major improvement strategy(s) that will address the root causes determined in the data narrative.

Name: K-12 Tier 1 Instructional Alignment
Description: - Consistent utilization of tier one curriculum - Evidence of implementation of Teach Like a Champion techniques - Clear, measurable objectives - Use of formative assessment to inform instruction - Effective use of instructional time - Collaboration between vertical teams regarding student expectations and learning outcomes

Name: Data driven instruction
Description: - Monthly progress monitoring of students performing below grade level. - Monthly data review with teachers and interventionists - Data analysis of benchmark assessments (3 times per year) with teachers and interventionists - Teachers and interventionists adjusting instruction based on student data

Access the School Performance Framework here:http://www.cde.state.co.us/schoolview/performance

Improvement Plan Information

The school/district is submitting this improvement plan to satisfy requirements for:

☑ State Accreditation

School Contact Information

Joe Mehsling
Director
340 S. Sunset Street
Longmont CO 80501
Phone: (303) 772-7286
Email: mehsling_joseph@svvsd.org

David Yu
Secondary Principal
340 S. Sunset Street
Longmont CO 80501
Phone: (303) 772-7286
Email: yu_david@svvsd.org

Amber Coniff
Elementary Principal
340 S. Sunset Street
Longmont CO 80501
Phone: (303) 772-7286
Email: coniff_amber@svvsd.org

Teal Maxwell Richards
340 S. Sunset Street
Longmont Colorado 80501
Email: maxwell_teal@svvsd.org

Narrative on Data Analysis and Root Cause Identification

Description of school Setting and Process for Data Analysis

Provide a brief description of the school to set the context for readers. Include the general process for developing the UIP and participants (e.g., SAC involvement). The description may include demographics and local context, such as location, performance status, notable recent events or changes, stakeholders involved in writing the UIP, and an overview of the general process.

The Dean of Academics, Elementary Principal, and Secondary Principal evaluated data to identify trends and root causes during two work sessions.

Prior Year Targets

Consider the previous year's progress toward the school targets. Identify the overall magnitude of the school performance challenges.

Performance Indicator: Academic Achievement (Status)

Prior Year Target: *Increase the number of English Learners meeting or exceeding expectations*
Performance: *According to the 2016 SPF English Learners were rated as "approaching" at the elementary, middle, and high school levels with regard to academic achievement in ELA and Math. The 2017 SPF indicates the English Learners were rated as "approaching" in ELA and math academic*

achievement in elementary and middle schools. In high school English Learners were rated as "meets" with regard to academic achievement in ELA and "approaching" with regard to academic achievement in math.

Prior Year Target: *Increase number of students meeting or exceeding expectations in math, specifically with regard to geometry.*
Performance: *According to the 2016 SPF all sub categories were rated as "meets" with regard to academic achievement in math. The 2017 SPF indicates that all students were rated as "meets" with regard to math academic achievement in elementary, middle school, and high school.*

Academic Achievement (Status) Reflection

Although English Learners showed improvement with regard to academic achievement in the area of ELA at the high school level, overall the rating of "approaching" remained static with regard to English Learners academic achievement in ELA and math. The UIP team believes this is due to several factors including a significant change in leadership resulting in a lack of focused instructional leadership, relatively high levels of staff turnover between SY2015/16 and 2016/17, recently adopted language arts curriculum at the elementary level, and classrooms teachers still developing an understanding of best practices for English Learners.

Current Performance

Provide a description of the trend analysis that includes at least three years of data (state and local data). Trend statements should be provided in the four performance indicator areas and by disaggregated groups. Trend statements should include the direction of the trend and a comparison (e.g. state expectations, state average) to indicate why the trend is notable.

The 2017 SPF for Twin Peaks indicates the school has an overall rating of Performance Plan with a score of 70.6.

At the elementary level, TPCA did not meet state performance expectations for students with disabilities for math or language arts. With regard to academic growth, students qualified for free and reduced lunch did not meet state performance expectations in the area of math.

At the middle school level, English Learners and FRL eligible students were rated approaching with regard to ELA and math achievement. Minority students were also rated approaching with regard to achievement in ELA, math, and science. Middle school students in all categories met or exceeded state expectations with regard to academic growth.

At the high school level, minority students were approaching expectations with regard to math and ELA achievement. English Learners and minority students were rated as approaching with regard to math achievement. Students in all sub-groups were rated as meets or exceeds with regard to ELA and math growth.

Overall, PARCC and iReady data suggest students are making moderate growth gains in ELA and math.

Trend Analysis

Review the DPF and local data. Document any areas where the school did not at least meet state/federal expectations.



3rd grade students are showing declining ELA achievement scores according to PARCC and iReady data. PARCC ELA data show that 42% of students met/exceeded expectations in 2017, 43% met/exceeded in 2016, 51% met/exceeded in 2015. iReady Reading data support this declining trend in students meeting or exceeding grade level expectations.

Trend Direction: ***Decreasing*** *- Notable Trend:* ***Yes*** *- Performance Indicator Target:* ***Academic Achievement (Status)***



3rd grade students are showing declining math achievement scores according to PARCC and iReady data. PARCC Math data show that 37% of students met/exceeded expectations in 2017, 45% met/exceeded in 2016, 55% met/exceeded in 2015. iReady Math data support this declining trend in students meeting or exceeding grade level expectations.

Trend Direction: ***Decreasing*** *- Notable Trend:* ***Yes*** *- Performance Indicator Target:* ***Academic Achievement (Status)***



The number of students on READ plans is increasing. 2017-18 =78 READ plans, 2016-17 = 69 READ plans, 2015-16= 64 READ plans, 2014-15= 36 READ plans.

Trend Direction: ***Increasing*** *- Notable Trend:* ***Yes*** *- Performance Indicator Target:* ***Other***



Academic Achievement (Status): Eighth grade students are showing declining ELA achievement scores according to PARCC. PARCC ELA data show 50.8% of students met/exceeded expectations in 2017, 53.8% met/exceeded in 2016, 54.7% met/exceeded in 2015.

Trend Direction: ***Decreasing*** *- Notable Trend:* ***Yes*** *- Performance Indicator Target:* ***Academic Achievement (Status)***



Academic Achievement (Status): Algebra 1 students are showing declining math achievement scores according to PARCC. PARCC data show in 2017 31.1% of students met or exceeded expectations compared to 2016 when 37.1% of students met or exceeded. In 2015 28.4% of students met or exceeded expectations.

Trend Direction: ***Increasing then decreasing*** *- Notable Trend:* ***Yes*** *- Performance Indicator Target:* ***Academic Achievement (Status)***

Priority Performance Challenges and Root Cause Analysis

Review the DPF and local data. Document any areas where the school did not at least meet state/federal expectations. Priority Performance Challenges and Root Cause Analysis Priority Performance Challenges: Identify notable trends (or a combination of trends) that are the highest priority to address (priority performance challenges). No more than 3-5 are recommended. Provide a rationale for why these challenges have been selected and address the magnitude of the school's overall performance challenges. Root Cause: Identify at least one root cause for every priority performance challenge. Root causes should address adult actions, be under the control of the school, and address the priority performance challenge(s). Provide evidence that the root cause was verified through the use of additional data. A description of the selection process for the corresponding major improvement strategies is recommended.

Relationship of UIP Elements

Priority Performance Challenges	Root Cause
3rd grade ELA decline	Instructional Alignment
Increasing number of READ plans	Data Driven Instruction
8th grade ELA Decline	Instructional Alignment
Algebra 1 Performance	Instructional Alignment

Root Causes

Priority Performance Challenge: 3rd grade ELA decline

Instructional Alignment
Lack of alignment between current standards, lessons, materials and assessments.

Priority Performance Challenge: Increasing number of READ plans

Data Driven Instruction
Inconsistent practices related to data analysis, instructional planning and systemic tiered intervention approaches.

Priority Performance Challenge: 8th grade ELA Decline

Instructional Alignment
Lack of alignment between current standards, lessons, materials and assessments.

Priority Performance Challenge: Algebra 1 Performance

Instructional Alignment
Lack of alignment between current standards, lessons, materials and assessments.

Provide a rationale for why these challenges have been selected and address the magnitude of the overall performance challenges:

These challenges have been selected as priorities for TPCA given the foundational nature of reading skills. Focusing on improved literacy skills for TPCA students will support their ability to access all other subject areas.

As a college preparatory school, Algebra 1 is critical for students to ensure a solid foundation for the high-school mathematics sequence.

Provide a rationale for how these Root Causes were selected and verified:

Data from previous years demonstrate an overall decline in ELA performance for TPCA students as well as a decline in Algebra 1 performance. The primary root causes of this decline relate to a lack of alignment between curriculum, standards, and assessment as well as inconsistent practices regarding data driven instruction. These root causes were selected and verified based on conversations with staff members as well as the Accountability Committee. These conversations, and our review of previous curriculum implementation indicate a lack of fidelity with regard to tier one reading curriculum and instruction.

Action Plans

School Target Setting

Directions: Schools are expected to set their own annual targets for academic achievement, academic growth, and postsecondary and workforce readiness. At a minimum, schools should set targets for each of the

performance indicators where state expectations are not met; targets should also be connected to prioritized performance challenges. For each annual performance target, identify interim measures that will be used to monitor progress toward the annual targets at least quarterly during the school year.

Priority Performance Challenge : 3rd grade ELA decline

Performance Indicator:		Academic Achievement (Status)
Measures / Metrics:		ELA
Annual Performance Targets	**2017-2018:**	By the end of the 2017-18 school year, 49% of 3rd grade students will score met or exceeded on ELA PARCC.
	2018-2019:	By the end of the 2018-19 school year, 56% of 3rd grade students will score met or exceeded on ELA PARCC.
Interim Measures for 2017-2018:		iReady Reading Diagnostic 3 times/year.

Priority Performance Challenge : Increasing number of READ plans

Performance Indicator:		Other
Measures / Metrics:		
Annual Performance Targets	**2017-2018:**	By the end of the 2017-18 school year, the number of students on READ plans in 1st-3rd grade will decrease by 10%.
	2018-2019:	By the end of the 2018-19 school year, the number of students on READ plans in 1st-3rd grade will decrease by 12%.
Interim Measures for 2017-2018:		iReady Reading Diagnostic, 3 times/year

Performance Indicator:		Academic Achievement (Status)
Measures / Metrics:		ELA
Annual Performance Targets	**2017-2018:**	
	2018-2019:	

Interim Measures for 2017-2018:

Priority Performance Challenge : 8th grade ELA Decline

Priority Performance Challenge : Algebra 1 Performance

Planning Form

Major Improvement Strategy Name:	K-12 Tier 1 Instructional Alignment
Major Improvement Strategy Description:	- Consistent utilization of tier one curriculum - Evidence of implementation of Teach Like a Champion techniques - Clear, measurable objectives - Use of formative assessment to inform instruction - Effective use of instructional time - Collaboration between vertical teams regarding student expectations and learning outcomes

Associated Root Causes:

Instructional Alignment: Lack of alignment between current standards, lessons, materials and assessments.

Action Steps Associated with MIS

Name	Description	Start/End Date	Resource	Key Personnel	Status	School Year
Teacher Resource	Provide Teach Like a Champion books to all staff	08/10/2016	Teach Like a Champion	Director and principals	Complete	This School Year
Identification of focus techniques	Principals worked with staff to identify techniques to emphasize	09/07/2016 09/06/2017	Teach Like a Champion	Principals and staff	Complete	This School Year

Professional development	Staff meeting time focused on effective use of techniques	09/21/2016	Teach Like a Champion	Principals and staff	In Progress	This School Year
Consistent and focused observational feedback	Principals provide feedback to teachers based on scheduled and unscheduled observations.	09/28/2016		Principals and staff	In Progress	This School Year
Vertical collaboration	Professional learning time dedicated to vertical discussions	01/04/2017 05/07/2018		Principals and staff	In Progress	This School Year

Implementation Benchmark Associated with MIS

Action Step Name (Association)	IB Name	Description	Start/End/Repeats	Key Personnel	Status	School Year
Identification of focus techniques,	Identification of techniques	Techniques have been identified and shared with staff	09/07/2016 09/30/2016 Quarterly	Principals and staff	Met	This School Year
Professional development,	Professional Development	Ensure identified techniques are being addressed at staff meetings	09/21/2016 05/16/2018 Monthly	Principals, director, and staff	Partially Met	This School Year
Consistent and focused observational feedback,	Observational feedback	Ensure principals provide regular feedback to teachers	09/28/2016 05/02/2018 Weekly	Principals and teachers	Partially Met	This School Year
Vertical collaboration,	Vertical Collaboration	Ensure professional development time is allocated for vertical talks	01/04/2017 04/18/2018 Monthly	Principals and teachers	Partially Met	This School Year

Major Improvement Strategy Name:	Data driven instruction
Major Improvement Strategy Description:	- Monthly progress monitoring of students performing below grade level. - Monthly data review with teachers and interventionists - Data analysis of benchmark assessments (3 times per year) with teachers and interventionists - Teachers and interventionists adjusting instruction based on student data

Associated Root Causes:

Data Driven Instruction: Inconsistent practices related to data analysis, instructional planning and systemic tiered intervention approaches.

Action Steps Associated with MIS

Name	Description	Start/End Date	Resource	Key Personnel	Status	School Year

Implementation Benchmark Associated with MIS

Action Step Name (Association)	IB Name	Description	Start/End/Repeats	Key Personnel	Status	School Year

Attachments List

EXHIBIT F

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 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 CMAS, COAlt, (ELA, Math and Science), and PSAT.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects normative growth comparing the academic progress of the students in this school compared to that of other students statewide with a similar CMAS, PSAT, and SAT score history in that subject area.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or the workforce upon graduation. This Indicator reflects student graduation rates, dropout rates, and average Colorado SAT 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.

EXHIBIT G

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:

OUR MISSION

Twin Peaks Charter Academy provides students with a rigorous education and the foundations of virtue and character, while building cultural literacy through a content-rich curriculum in an encouraging environment.

OUR LEGACY

"Academic Excellence"

ABOUT US

We are a public, school of choice in the St. Vrain Valley School District, conveniently located in Longmont Colorado. We are governed by engaged and passionate parents, and are the longest operating charter school in the SVVSD. We are the only **Classical** school in the district, offering a unique alternative and choice for families. A **Classical** education is based on the timeless values of acquiring foundational skills and knowledge in a teacher-led classroom that systemically lay the foundation for advanced study. The heart of a **Classical** school is a comprehensive Latin mastery program, beginning in kindergarten through middle school. A **Classical** school explicitly teaches **Character** and values through the study of great works of literature. **Core Knowledge** provides our elementary and middle school's foundational curriculum that supports our ideals. We are the only K-12 school in the district, including a preschool for 3 through 5 year-old students creating a special sense of **Community**.

Our **Vision** is every senior whom earns a diploma from Twin Peaks Charter Academy is a good and productive citizen, matriculated and prepared to graduate from a 4-year University.

United by a vision of a traditional academically rigorous school, a group of parents founded Twin Peaks Charter Academy (TPCA) in 1997. In fulfilling its mission, TPCA relies on specific guiding principles and founding philosophies. These principles and philosophies originated in the earliest meetings uniting over 100 founding families with the original Board of Directors. All proposals and decisions in policy and curriculum are measured against the mission statement, guiding principles, and original founding philosophies. Continuity of these philosophies depends on the board, administration, staff, and parents remaining faithful to and communicating the following:

OUR VALUES

TCPA is a Parent-Run School

- Parents are the child's first teacher
- Parent must assist their child to ensure success in this rigorous academic environment
- Parent participation in committees and volunteer activities is critical to student success
- Volunteers in the classroom are directed by the teacher
- The school is governed by an elected parent board accountable to *all* parents
- The Parent Contract is used to reinforce this principle.

Academics are Key to the Success of TPCA

- We are dedicated to a content rich curriculum that builds cultural literacy
- Core knowledge is the basis of our K-8 educational philosophy
- Classical education is the cornerstone of our high school, building on core knowledge with the addition of rhetoric and college preparatory coursework.
- Reading is the foundation for all learning. We employ research-based strategies, with a focus on phonemic awareness, systematic phonics, fluency, vocabulary, and comprehension.
- Math is fundamental to understanding our world and the universe. We employ rote memorization of math facts and basic skills, development of number sense and problem solving skills, as well as the critical and logical thinking necessary for college and life.
- Analyzing and critically discussing classic literature and historic documents is critical to the development of articulate, contributing citizens.
- Extracurricular activities and electives support academic growth. While they do not replace academic fundamentals, they certainly enhance the educational experience.

TPCA Practices the Traditional Concept of Teacher-led Classes

- Core knowledge K-8 and classical education aligned with state standards dictate the curriculum, but not the teaching methodology
- Teachers will use a wide range of teaching methodologies to meet the needs of each student
- The primary role of the teacher is to teach
- Classes will not be student directed or include self-paced learning
- Cross grade grouping in math and reading is utilized as needed
- Technology should be used as a tool to augment the curriculum, not replace it

Character Education is Essential to the Development of Productive Citizens in an Ever-changing World.

- The principles of good character are integrated into daily instruction
- Teachers will develop lessons that incorporate the Six Pillars of Character in K-8 instruction, and a program such as "Character First" in high school instruction

Appropriate Student Discipline Ensures a Learning Environment Free From Disruptions

- Teachers and students will focus on classroom instruction and learning, not a disruptive student

- TPCA has instituted a strict three-strike discipline policy which protects the classroom learning environment while penalizing inappropriate behavior

TPCA Establishes High Expectations for Academics and Behavior within an Encouraging Environment

- We believe children will rise to the level of expectation placed upon them
- Real, concrete personal accomplishments enhance positive self-esteem. To that end, we offer opportunities for true academic success through hard work and mastery of a broad curriculum. A strict grading scale and required homework reinforce these high expectations.

The Academy has Instituted a Student Uniform Dress Code

- A student dress code reduces distractions and negative peer pressure
- A K-8 and high school dress code help create an environment which is conducive to learning while reinforcing our strong discipline code

TPCA relies on these guiding principles, which are reviewed and updated periodically, to steer and direct all decision-making.

Our Charter & State Waivers reinforce our Guiding Principles & Founding Philosophies

Research

Cultural Literacy (E.D. Hirsch)
An Introduction to Classical Education: A Guide for Parents (Christopher A. Perrin)
Teach Like a Champion (Doug Lemov)
Visible Learning (John Hattie)
The Art & Science of Teaching (Robert Marzano)
Leverage Leadership (Paul Bambrick-Santoyo)

Why We Standardize Processes & Procedures
(Marzano & Hattie)

What is a Highly Effective School? John Hattie would say it is a school with significant Collective Efficacy which can be defined as "the shared perceptions of teachers in a school that the efforts of the faculty as a whole will have positive effects on students." This is also Hattie's number one factor among all of the influences on student learning after a meta-analysis of 1200 studies.

How We Grade

A standards-based classroom is focused on whether or not a student can attain proficiency in a given standard or typically a set of standards. A student's performance is measured through assessments.

The Academy uses a rubric to determine student grades and progress. A letter grade of "B" can mean different things among teachers, students, curriculum, and even multiple instructors teaching the exact same course in the same building. Our building rubric provides a higher level of consistency between courses and teachers.

A grade is a reflection of what a student knows is able to do in relation to the standard and course.

Assessment – A piece of work that describes whether or not a student can meet the standard. An assessment can take many forms and may be measured with a rubric. The type of assessment should dictate how a student's performance is measured. There are typically two types of assessments:

Holistic – The student's work is graded as a whole, i.e. 60%, 70%, 80%, etc.
Analytical – The student's work is graded specifically, i.e. 92%

Learning Experiences & Activities – The day to day tasks (quizzes, worksheets, homework, etc.) that prepare a student for an assessment. Learning experiences and activities should link to specific assessments.
A course grade is calculated by adding Assessments (70%) and Learning Experiences & Activities (30%).

Reassessment – Twin Peaks Charter Academy holds students accountable to the standard. There may be times when students are allowed to reassess or turn in missing work. General reassessment/missing work guidelines are as follows:

The maximum reassessment/missing work grade is a B (80%).
The deadline for reassessments/missing work is no more than one unit behind.

The Teacher has sole discretion and may require other tasks (extra help, meetings, assignment completion, etc.) before allowing a reassessment or acceptance of missing work.

Academic Misconduct – Cheating, plagiarizing, etc. will receive a Zero, as well as a referral to the appropriate Assistant Principal.

General Grading Guidelines - Grades should be entered at least once a week, to keep parents regularly informed.
Assignments should be graded and entered into IC no later than week after accepting student work.
Thursday 4:00 PM remains the deadline (for IC Eligibility reports and At-Risk Spreadsheets).

The number of grades in a given Semester should be???
The ratio of Assessments to LE&As should be???
The reason a specific number is not listed is that the number of grades in a given course are dependent on grade level, content and the teacher's professional judgment as are the number of LE&As and Assessments.

How We Measure Grades

Policy T-IKA-R2

Grades 1-12

Mastery	**90-100%**	**(A)**
Proficiency	**80-89%**	**(B)**
Sufficiency	**70-79%**	**(C)**
Failing	**0-69%**	**(F)**
Incomplete		**(I)**
Withdraw Fail		**(WF)**

Credit requires a C or above.

Twin Peaks Charter Academy Grading Rubric
Kindergarten

ACHIEVEMENT	
Mastery: Demonstrates skill consistently	**(A)**
Practicing Skill: Demonstrates skill some of the time	**(B)**
Emergent Skill: Just beginning to develop skill	**(C)**
Not Demonstrating the skill at this time	**(D)**
BEHAVIOR, EFFORT	
Excellent	**(E)**
Satisfactory	**(S)**
Improving	**(I)**
Needs Improvement	**(N)**

Notes:

- A student must achieve at the equivalent of C grade work in order to pass a course that is graded pass/no pass.
- A grade of I (Incomplete) is assigned when, due to extenuating circumstances, a student has not completed sufficient coursework for the teacher to assess students work and assign a grade reflective of the student's achievement, e.g. due to extended illness or recent enrollment in the class. It is not an alternative to a grade of F, which reflects failure to achieve.
- Assignment of a grade of I requires approval of the student's counselor or a Twin Peaks Charter administrator.
- The teacher is responsible for converting a grade of I to a regular letter grade no more than three weeks after the end of the grading period. If a student does not complete missing assignments by the deadline, each missing assignment receives a score of zero percent and the grade calculation for the applicable grading period will be made on this basis.
- Grades of F and I do not count towards fulfillment of course requirements.
- If a student repeats the exact course or the same course at a higher level (e.g. Algebra 1 as a repeat for Algebra 1 Basic), only calculation of the higher grade will be included in a student's GPA and credit will be given only once. The lower grade and credit will be ignored although the course and grade will remain on the transcript. This is the regulation only for classes taken in St. Vrain Valley schools. Transcripts from other schools will not be altered.
- Only final grades are used to determine a student's term and cumulative GPAs.

Grade Point Scales:
Grade points used to calculate a student's grade point average (GPA) are assigned as follows:

Standard GPA Scale:

- A = 4 points, B = 3 points, C = 2 points, F = 0 points

Weighted GPA Scale:

- (Elementary Specials) Calculated at .5
- (AP Courses) A = 5 points, B = 4 points, C = 3 points, F = 0 points
- (Honors Courses) A = 4.5 points, B = 3.5 points, C = 2.5 points, F = 0 points

Honor Roll:

Students who have earned a 3.5 grade point average or higher.

How We Report Grades

Infinite Campus

Campus Portal is a tool for parents and students to access instant, online, timely and secure student information; class schedule, assignments, attendance, report cards and transcripts. Campus Portal is a means to further promote educational excellence by enhancing our program of communication with parents and students. A portal activation key is individualized for each parent. Parents of current students are eligible to activate a Parent Portal account. If you need an activation key, please complete this form.

New students and families will receive activation and logon instructions through the enrollment process.

Infinite Campus tutorials, instructions and FAQs.

Assessments (Internal, State & Federal)

How & What We Teach

THE WHAT

Adopted Curriculum and Standards

The Academy's adopted curriculum aligns with state standards, in most cases. When there is a misalignment defer to the adopted curriculum.

Curriculum Maps, Essential Skills Scope & Sequence

At the Academy we are engaged in the ongoing process of ensuring the Essential Skills are taught at the correct time and the correct sequence to ensure mastery from year to year.

THE HOW

Best First Instructional Plan (Tier I)

What do students need to know and be able to do?
How do we know students have learned?
What instruction will ensure learning?
How and when do we monitor and adjust?

Planning & The Daily Agenda

An Agenda provides Evidence of planning that is Rigorous, aligned with the Curriculum and on Standard.

Date
Objective
Activities - Tasks designed to help students meet the Objective including:
Do Now
Daily Formative Assessment
Homework - An Academy student will have homework. Our faculty aims for the generally agreed upon benchmark of 10 minutes per grade level per night. Homework in elementary school is designed to review, practice and most importantly form the habit of doing homework. Middle school is very similar; practice and review with some new learning. High school homework is where students are often engaging in new work and completing homework to learn.
Upcoming Assessments

An Agenda is Communicated:
Verbally
Visually
Kinesthetically
Electronically (Teacher Google Sites)
Elementary Directory
Secondary Directory
and Referred to throughout the lesson

HOW ARE OBJECTIVES, ACTIVITIES, HOMEWORK AND ASSESSMENTS HELPING STUDENTS MATRICULATE INTO A 4 YEAR UNIVERSITY?

EXHIBIT H

PLAN FOR ENGLISH LANGUAGE LEARNERS

Reference Section 7.7, English Language Learners of the Charter School Contract Between St. Vrain Valley School District RE-IJ and Twin Peaks Charter Academy

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 designed to meet the academic needs of the identified student. This form of Tier I Instruction (S.I.O.P. Strategies & Teach Like a Champion Techniques) 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 state ACCESS 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 READ Act.

EXHIBIT I

DUE PROCESS GUIDELINES

1. Prepare notebook for Principal (include checklist and tabs).
2. Assistant Superintendent delivers the notebook along with "sample/guide book" to the school.
3. Schools return completed notebook along with "sample notebook" to Assistant Superintendent as soon as possible.
4. Assistant Superintendents review notebook and take notebook to legal counsel for review.
5. Legal counsel sends an email to Assistant Superintendent once notebook is reviewed and approved.
6. Notebook is picked up from legal counsel and one copy is made. (The checklist is included along with colored sheets of paper, which will replace the original tabs.)
7. The original is filed in Assistant Superintendent's office.
8. The copy is redacted. After it is redacted, another copy is made so now there are two redacted copies, both including the checklist and colored paper instead of tabs.
9. One redacted copy in a notebook stays with the Assistant Superintendent and the approval letter from legal counsel is placed in the front pocket of that notebook.
10. The police report is removed from the second redacted copy and that copy is placed in an envelope and the Principal is notified it is ready to be picked up.
11. Principal hand delivers the redacted copy (which includes the checklist and tabs but does not include the police report) to the parent/guardian. The book must be delivered to the parent at least one day prior to the expulsion hearing.
12. Assistant Superintendent brings the redacted copy of the notebook to the hearing and gives it to the Expulsion Officer who enters it into evidence. This copy includes checklist, tabs and redacted police report.
13. After the hearing, the Expulsion Officer takes the notebook with him and sends his recommendation to legal counsel to be reviewed.
14. The Expulsion Officer returns the notebook to the Assistant Superintendent with his recommendation, and the Assistant Superintendent brings that notebook to the meeting with the Superintendent.

DUE PROCESS CHECKLIST

This book has been redacted so it can be used as a "guide" when creating a dismissal/ expulsion book. Do not redact your book.

Checklist	TASK
1	**Student Demographics** Print information from Infinite Campus
2	**Timeline of events (Summary)** Provided by building administration
3	**School Work Support Plan** Copies of homework gathered from teachers that was given to the student
4	**Expulsion Data Form** Contact Expulsion Officer or Assistant Expulsion Officer and they will send you the form
5	**Expulsion Hearing Letter** Contact the Superintendent's Assistant and she will send you a copy of the letter
6	**Board Policy/State Statute violations** Copy Board Policies from the website
7	**Student discipline records** Print information from Infinite Campus
8	**IEP/504 Plan Records** Yes ____ No ____ If yes, Manifestation Determination Review Yes ___ No ___** Check Yes or No
9	**Attendance Records** Print copy of attendance record from Infinite Campus
10	**Police reports** Ask SRO/Police for a copy of the report as soon as possible
11	**Due process paperwork** Print ad hoc report from Infinite Campus
12	**Suspension letter to parent/guardian** Same information as #11
13	**Habitual Disruptor History and Plan**** Include if a school has drawn up a plan
14	**Teacher's statements**** Teacher's written description of incident with signature
15	**Witness statements**** Witnesses' written statements with signature
16	**Student statement** Student's written statement with signature
17	**Photos and/or video surveillance**** Pictures that may have been taken showing evidence
18	**Social media postings, school work containing threatening content**** Include screen shots of each media postings or copies of school work
19	**Correspondence with parent/guardian, i.e., emails, phone calls** Documented phone calls and emails between administrators and parent/guardian

**If there is no information, please include a sheet stating "There were no _____ (fill in the blank).

EXHIBIT J

Additional Services Agreement -

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2019-2020 school year. Items in this list may be subject to separate License Agreements or Service Level Agreements. Prices and availability of services and licenses are subject to revision annually, regardless of the term of this contract. Additionally, agreements between the charter school and the District for services not in this list may be entered into under separate contracts or agreements, as needed.

District Technology Services

Required Services Pursuant to Section 10.4

FY20

Infinite Campus and Alpine Achievement	Oct 1 Student Count	Cost Per Student	Total Cost
Infinite Campus License	750	$ 10.50	$ 7,875.00
IC & Alpine Enterprise Enterprise Personnel Costs		18.59	13,942.50
Alpine Achievement License		7.65	5,737.50
Server Licenses (VM & Microsoft)		0.29	217.50
Shoutpoint (E-rate discount applied)		1.14	855.00
Total			$ 28,627.50

Active Directory Authentication Services (AD)	Number of AD Accounts	Cost per Account	Total Cost
Licenses for staff requiring access to Infinite Campus	80	$ 18.80	$ 1,504.00
Total			$ 1,504.00

Optional Services

Citrix Fees	Num of Citrix Accounts	Cost Per Account	Total Cost
EMC Storage	6	$ 19.67	$ 118.02
Citrix Server		15.50	93.00
Citrix License		85.00	510.00
Microsoft License (part of Citrix image)		35.31	211.86
Total			$ 932.88

Destiny Media Manager (Library Curriuculum)	Accounts	Cost per Account	Total Cost
Site License Fee	0	$ 550.00	$ -
Annual Maintenance Fee	0	150.00	$ -
Total			$ -

Active Directory Authentication Services (AD) (TPCA	Number of AD Accounts	Cost per Account	Total Cost
Additional Staff License (Not on Line 19)	0	$ 18.80	$ -
Total			$ -

Virtual Private Network (VPN) (TCPA Only)	Number of VPN Accounts	Cost per Account	Total Cost
License	0	$ 50.68	$ -
Total			$ -

Recurring VOIP Costs (TPCA Only)	Recurring VOIP Accounts	Cost Per Account	Total Cost
License	91	$ 52.69	$ 4,794.79
Total			$ 4,794.79

New VOIP Costs (TPCA Only)	New VOIP Accounts	Cost Per Account	Total Cost
License	0	$ 542.29	$ -

Total			**$ -**
ISP/Webfilter (TPCA Only)	**Oct 1 Student Count**	**Cost Per Student**	**Total Cost**
ISP/Webfilter	750	$ 8.69	**$ 6,517.50**
Total			**$ 6,517.50**
Wide Area Network (TPCA Only)	**WAN Use (1 or 0)**	**Annual Cost**	**Total Cost**
Wide Area Network (E-rate discount applied)	1	$ 5,977.24	**$ 5,977.24**
Total			**$ 5,977.24**

Human Resources

AESOP	**AESOP Use (1 or 0)**	**Annual Cost**	**Total Cost**
AESOP License (may not be available)	1	$ 1,500.00	**$ 1,500.00**
Total			**$ 1,500.00**

Warehouse

Delivery Service	**Delivery Service (1 or 0)**	**Annual Cost**	**Total Cost**
Delivery Service	1	$ 3,000.00	**$ 3,000.00**
Total			**$ 3,000.00**
Total Exhibit H Service/License Costs:			**$ 52,853.91**

Our school chooses the ELPA services below in lieu of receiving ELPA funding directly. Yes__X__ No_____

Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. Yes__X___ No_____

Other Items on Ad Hoc Basis (to be billed monthly)

Note: This is not an all-inclusive list. There may be other items that the charter school contracts with the District.

Substitute Teacher Jobs (Salary, PERA, Medicare)

Workers Compensation Insurance Surcharge per Substitute Teacher Day ($3.00 for full day sub/ $1.50 for half-day sub)

Unemployment Charges

Transportation Reimbursement (Field Trips)

Warehouse Orders

"100 Mile Club" Reimbursement

Student Services:

- Hearing and Vision Screenings for Schools under 400 Students: $300 for initial screening; $105 for rechecks
- Hearing and Vision Screenings for Schools over 400 Students: $600 for initial screening; $210 for rechecks
- Truancy Filings ($55/hour)

State Categorical Aid:

- **100% of GT money is passed through the charter schools.**
- Gifted & Talented Services (Screenings, Consultation and Trainings) Will be provided at actual District cost of $50 per hour.
- **ELPA Services - The following services will be provided at no charge in lieu of ELPA funding or may be purchased directly:**
  - Summer School ($450/student)
  - ACCESS Data Parent Comm/Reports/Disaggregated Data ($10/student)
  - ACCESS Training
  - Consulting on "As Needed" Basis ($50/hour)
  - Consulting Support Services ($50/hour)
  - ESL Teacher Training 4 Meetings ($350/teacher)
  - Newsletter ($2/Student)
  - Other Non-ESL Literacy Support: Seminars, READ ACT, Compliance, Testing and Literacy ($425/Teacher)

- Parent Meetings ($10/student)
- WAPT - Screening, Input, Electronic Filing, Communication, etc. ($25/student)
Federal Categorical Aid:
- Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.
- Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:
- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs
- MTSS/PBIS Support
- Classroom Management
- Partners in Education (PIE) Master's Program Coaching
- New Teacher Induction/What I Didn't Learn in College
- New Administrator Induction
- Teacher Mentor Training

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Adoption of the Superintendent's Budget—All Funds, for Fiscal Year 2020

RECOMMENDATION

That the Board of Education adopt the Superintendent's Budget—All Funds, for Fiscal Year 2020, by the Appropriation Resolution presented.

BACKGROUND

The Proposed Fiscal Year 2020 Budget was introduced to the Board of Education on May 22, 2019. On June 12, Tony Whiteley, Executive Director of Budget and Finance, presented a brief overview of the Proposed Fiscal Year 2020 Budget and answered questions from Board members, and then the Board conducted a Public Hearing. This timing complies with all the rules and regulations of the State of Colorado.

Tony Whiteley will be available to answer any questions Board members may have prior to formal action on the Appropriation Resolution.

ST. VRAIN VALLEY SCHOOLS

academic excellence by design

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

Boulder, Broomfield, Larimer, and Weld Counties

SUPERINTENDENT'S ADOPTED BUDGET

2020 Fiscal Year
July 1, 2019 – June 30, 2020

May 22, 2019 (Introduction)

www.svvsd.org

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

PROPOSED

St. Vrain Valley School District RE-1J • 395 South Pratt Parkway • Longmont • CO • 80501-6436

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

SUPERINTENDENT'S AMENDED BUDGET
FISCAL YEAR ENDING JUNE 30, 2020

TABLE OF CONTENTS

TABLE OF CONTENTS 2
SUPERINTENDENT'S BUDGET MESSAGE 3
APPROPRIATION RESOLUTION 5
EXECUTIVE BUDGET SUMMARY BY FUND 6
STRATEGIC PRIORITIES HIERARCHY 7
BUDGET INFORMATION 8
FUND 10 – GENERAL FUND 10
FUND 18 – RISK MANAGEMENT FUND 23
FUND 19 – COLORADO PRESCHOOL PROGRAM FUND 25
FUND 21 – NUTRITION SERVICES FUND 26
FUND 22 – GRANTS FUND 27
FUND 23 – STUDENT ACTIVITIES SPECIAL REVENUE FUND 29
FUND 27 – COMMUNITY EDUCATION FUND 32
FUND 29 – FAIR CONTRIBUTIONS FUND 33
FUND 31 – BOND REDEMPTION FUND 34
FUND 41 – BUILDING FUND 38
FUND 43 – CAPITAL RESERVE FUND 39
FUND 65 – SELF INSURANCE FUND 41
FUND 72 – STUDENT SCHOLARSHIP FUND 42
FUND 74 – STUDENT ACTIVITIES AGENCY FUND 43
SUMMARY BUDGET REPORTS 44

PROPOSED

ST. VRAIN VALLEY SCHOOLS
academic excellence by design

SUPERINTENDENT'S BUDGET MESSAGE

DATE: May 22, 2019

TO: Board of Education and Citizens of the St. Vrain Valley School District

This St. Vrain Valley School District General Fund budget, together with the budgets for other funds for Fiscal Year 2020, is the current expenditure plan for all funds generated through local, state and federal sources, commencing July 1, 2019 and extending through June 30, 2020. This document includes financial, budgetary, and program information that we believe will provide the user with a better understanding of the District's operations. Financial negotiations with the St. Vrain Valley Education Association (SVVEA) were successful. Therefore, the accompanying General Fund budget has been prepared showing the adjustments to compensation as agreed to with the SVVEA.

The General Fund budget appropriation for 2019-20 is $448,742,975, which includes appropriated expenditures of $329,180,416 plus appropriated fund balance reserves of $119,562,559.

The following summary provides appropriated expenditures by fund, including appropriated District reserves. Additional detailed information summarized by fund, operating activity, individual school, and department, as well as other pertinent information is included in the accompanying financial budget document.

	Appropriated Expenditures	Appropriated Surplus and Fund Balance	Total Appropriations (Total Resources)
Operating Funds			
General Fund	$ 329,180,416	$ 119,562,559	$ 448,742,975
Capital Reserve Capital Projects Fund	7,460,029	9,864,550	17,324,579
Fair Contributions for Public School Sites Fund	2,000,000	7,386,716	9,386,716
Nutrition Services Fund	10,466,000	1,951,727	12,417,727
Governmental Designated Purpose Grant Fund	10,303,000	-	10,303,000
Risk Management Fund	3,889,370	6,626,242	10,515,612
Student Activities Special Revenue Fund	7,497,000	5,583,048	13,080,048
Student Activities Agency Fund	-	-	-
Self Insurance Fund	22,121,960	7,049,810	29,171,770
Sub-Total - General Student Population	392,917,775	158,024,652	550,942,427
Colorado Preschool Program Fund	1,794,171	827,504	2,621,675
Community Education Fund	7,432,306	3,501,754	10,934,060
Sub-Total - Operating Funds	402,144,252	162,353,910	564,498,162
Other Funds			
Bond Redemption Fund	59,003,839	58,445,089	117,448,928
Building Fund	2,805,000	95,696,316	98,501,316
Student Scholarship Fund	-	-	-
Total Budget	**$ 463,953,091**	**$ 316,495,315**	**$ 780,448,406**

PROPOSED

The 2020 fiscal year budgets of the St. Vrain Valley School District will provide instructional and support services for a student body membership of nearly 33,000 students.

The program budgeting process is based primarily upon the Board-adopted Mission Statement, the District's Strategic Priorities and the goals set by the District's Board of Education.

All final revenues and expenditures are within current limitations established by Colorado Revised Statutes and the TABOR Amendment.

The annual budget development is a cooperative effort between the St. Vrain Valley Schools Board of Education, staff, and community. We continue to appreciate the time and support provided by those contributing to the process, especially the Finance and Audit Committee. We invite further participation of anyone interested in helping provide a high quality education for our children.

Respectfully,

<Signature on File>

Don Haddad, Ed.D.
Superintendent of Schools

PROPOSED

ST. VRAIN VALLEY SCHOOLS
academic excellence by design

APPROPRIATION RESOLUTION

Be it resolved by the Board of Education of St. Vrain Valley School District RE-1J in Boulder, Weld, and Larimer Counties and the City and County of Broomfield that it hereby appropriates the amounts shown in the following schedule to each fund for the ensuing fiscal year beginning July 1, 2019, and extending through June 30, 2020, and adopts the budgets related thereto.

Be it further resolved that the Board authorizes the use of a portion of beginning fund balance for the funds indicated in the following schedules, the use of which will not lead to an ongoing deficit in those funds.

	Appropriated Expenditures	Appropriated Surplus and Fund Balance	Total Appropriations (Total Resources)
Operating Funds			
General Fund	$ 329,180,416	$ 119,562,559	$ 448,742,975
Capital Reserve Capital Projects Fund	7,460,029	9,864,550	17,324,579
Fair Contributions for Public School Sites Fund	2,000,000	7,386,716	9,386,716
Nutrition Services Fund	10,466,000	1,951,727	12,417,727
Governmental Designated Purpose Grant Fund	10,303,000	-	10,303,000
Risk Management Fund	3,889,370	6,626,242	10,515,612
Student Activities Special Revenue Fund	7,497,000	5,583,048	13,080,048
Student Activities Agency Fund	-	-	-
Self Insurance Fund	22,121,960	7,049,810	29,171,770
Sub-Total - General Student Population	392,917,775	158,024,652	550,942,427
Colorado Preschool Program Fund	1,794,171	827,504	2,621,675
Community Education Fund	7,432,306	3,501,754	10,934,060
Sub-Total - Operating Funds	402,144,252	162,353,910	564,498,162
Other Funds			
Bond Redemption Fund	59,003,839	58,445,089	117,448,928
Building Fund	2,805,000	95,696,316	98,501,316
Student Scholarship Fund	-	-	-
Total Budget	**$ 463,953,091**	**$ 316,495,315**	**$ 780,448,406**

Date of the adoption of the budgets June 26, 2019

Signature – President of the Board _____

PROPOSED

EXECUTIVE BUDGET SUMMARY BY FUND

While the appropriations resolution above represents the total resources available to the district, it does not reflect the current year spending plan. The following Executive Budget Summary by Fund presents a snapshot of the budgeted changes to fund balance for each fund based on the anticipated revenues and expenditures as contained within each of the individual fund budgets. Details on each fund budget can be found in the accompanying financial document.

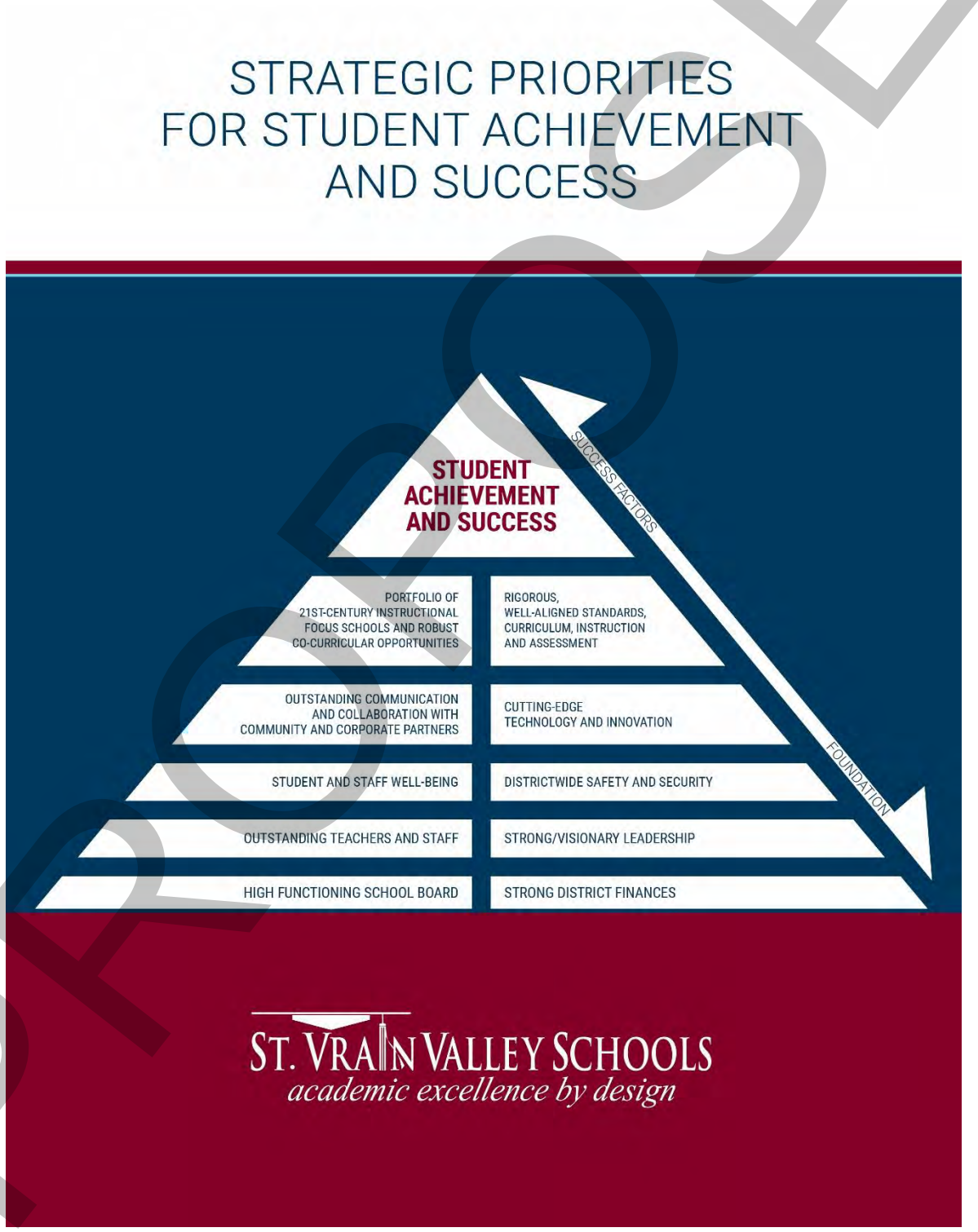
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
ADOPTED BUDGET SUMMARY BY FUND
FISCAL YEAR ENDING JUNE 30, 2020

Fund #	Fund	Proj. Beginning Fund Balance 7/1/19	Budgeted Revenues	Budgeted Expenditures	Surplus/ (Spend-Down)	Ending Fund Balance 6/30/20
10	General Fund	$ 119,562,559	$ 329,180,416	$ 341,630,111	$ (12,449,695)	$ 107,112,864
18	Risk Management	6,626,242	3,889,370	5,889,370	(2,000,000)	4,626,242
19	Colorado Preschool Program	827,504	1,794,171	1,918,582	(124,411)	703,093
21	Nutrition Services	1,951,727	10,466,000	10,936,432	(470,432)	1,481,295
22	Designated Grants	-	10,303,000	10,303,000	-	-
23	Student Activities Special Rev.	5,583,048	7,497,000	7,572,000	(75,000)	5,508,048
27	Community Education	3,493,840	7,440,220	7,432,306	7,914	3,501,754
29	Fair Contributions	6,826,716	2,560,000	2,000,000	560,000	7,386,716
31	Bond Redemption	54,058,928	63,390,000	59,003,839	4,386,161	58,445,089
41	Building Fund	95,696,316	2,805,000	70,832,600	(68,027,600)	27,668,716
43	Capital Reserve	9,864,550	7,460,029	9,288,000	(1,827,971)	8,036,579
65	Self-Insurance	6,166,290	23,005,480	22,121,960	883,520	7,049,810
72	Student Scholarship	-	-	-	-	-
74	Student Activities Agency	-	-	-	-	-
	Total	**$ 310,657,720**	**$ 469,790,686**	**$ 548,928,200**	**$ (79,137,514)**	**$ 231,520,206**

PROPOSED

ST. VRAIN VALLEY SCHOOLS
academic excellence by design

STRATEGIC PRIORITIES HIERARCHY



PROPOSED

BUDGET INFORMATION

The Superintendent's Budget is the District's annual operating budget. The following information is intended to provide a general understanding of the budget process and resulting budget document.

Fund Accounting

The District uses funds to report its financial position and results of operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a balanced set of accounts.

Funds are classified into three categories: governmental, proprietary, and fiduciary. Each category, in turn, is divided into separate "fund types".

Governmental funds are used to account for all or most of a government's general activities, including the collection and disbursement of earmarked funds (special revenue funds), the acquisition, construction or remodeling of major capital facilities (capital projects funds), and the servicing of long-term debt (debt service funds). The District's major governmental funds are the General Fund (including the CPP and Risk Management Funds as subfunds), Bond Redemption Fund, and the Building Fund:

General Fund – The General Fund is the District's general operating fund and is used to account for all financial transactions except those required to be accounted for in another fund. Major revenue sources include local property taxes, specific ownership taxes, and State of Colorado equalization funding, as determined by the School Finance Act of 1994, as amended.

Expenditures include all costs associated with the daily operation of the schools, except for programs funded by grants from federal and state governments, school construction, certain capital outlay expenditures, debt service, food service operations, extracurricular athletic and other pupil activities, and insurance transactions.

Colorado Preschool Program Fund – This fund is reported as a sub-fund of the General Fund. Monies allocated to this fund from the General Fund are used to pay the costs of providing preschool services directly to qualified at-risk children enrolled in the District's preschool program pursuant to C.R.S. 22-28-102.

Risk Management Fund – This fund is also a sub-fund of the General Fund. Monies allocated to this fund from the General Fund are used to account for the payment of loss or damage to the property of the District, workers' compensation, property and liability claims, insurance premiums, and the payment of related administration expenses.

Debt Service Fund – The District has one debt service fund, the *Bond Redemption Fund*. This fund is used to account for the accumulation of resources for, and the payment of, long-term debt principal, interest, and related costs. The fund's primary revenue source is local property taxes levied specifically for debt service.

Capital Projects Funds – The District has two capital projects funds, the Building Fund (major) and the Capital Reserve Capital Projects Fund (non-major). The *Building Fund* accounts for the proceeds of bond sales and expenditures for capital outlay for land, buildings, improvements of grounds, construction of buildings, additions or remodeling of buildings or initial, additional and replacement equipment. *The Capital Reserve Capital Projects Fund* is used to account for revenue allocations from the General Fund and other revenues allocated to or

PROPOSED

earned in this fund, and the expenditures for the ongoing capital needs of the District, such as acquisition of land, building additions and improvements, and major equipment purchases.

The other "non-major" governmental funds of the District are Special Revenue Funds – These funds account for revenues derived from earmarked revenue sources, federal and state grants, charges for food service, charges for supporting educational services, and tuition. The "non-major" Special Revenue Funds consist of the *Nutrition Services Fund*, *Governmental Designated Purpose Grants Fund, Community Education Fund, Fair Contributions Fund,* and *Student Activities Special Revenue Fund.*

Proprietary Funds focus on the determination of the changes in net assets, financial position, and cash flows and are classified as either enterprise or internal service. The District's only internal service fund is the *Self Insurance Fund* which accounts for the financial transactions related to the District's self-funded dental and medical insurance plans.

Fiduciary Funds – Fiduciary fund reporting focuses on net assets and changes in net assets. The fiduciary fund category is split into four classifications: pension trust funds, investment trust funds, private-purpose trust funds, and agency funds. Trust funds are used to account for assets held by the District under a trust agreement for individuals, private organizations, or other governments and are therefore not available to support the District's own programs. The *Student Scholarship Fund* was the District's only trust fund, which was closed in FY19. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations. The District's only agency fund was the *Student Activities Agency Fund*, which was closed in FY18.

PROPOSED

FUND 10 – GENERAL FUND

The General Fund is a governmental fund which includes the revenues and expenditures for the general operations of the District. The expenditures for the school and departmental operations are primarily budgeted and accounted for in the General Fund. The total budgeted revenues in the General Fund are $329,180,416. The total budgeted expenditures in the General Fund are $341,630,111. Therefore, the General Fund fund balance is budgeted to decrease by $12,449,695 in Fiscal Year 2020. Fund balance reserves of $119,562,559 are also appropriated in the General Fund. A portion of the reserve appropriation includes $7,082,000 for contingency reserve as required by Board policy, and $10,623,000 for constitutionally-required TABOR reserves. The total General Fund budget appropriation for the year ending June 30, 2020 is $448,742,975.

PROPOSED

Budget Development Assumptions

1.	2020 Fiscal Year Budget	This budget for the school year July 1, 2019 - June 30, 2020 (FY20) is presented based on the Colorado Public Schools Finance Act of 1994, as amended.
2.	Pupil Membership	This budget is based upon a PK-12 student headcount of 32,696.
3.	Funded Pupil Count	Pupil Membership is the actual number of PK-12 students attending SVVSD. Funded pupil count (FPC) is based on whether those students are funded at full-time, half-time, or may be tuition-based preschool students for which the district does not receive additional funding. The FPC for this budget is 31,174.0, an increase of 985.5 (3.26%) above FY19. For the 2019-20 school year, the State of Colorado authorized funding Kindergarten students as 1.0 FPC, rather than 0.58 as was previous practice. This change resulted in an increased Funded Pupil Count of 911.4 for FY20.
4.	Instructional Supplies and Materials	District policy requires the budget include $238 per student for instructional supplies, books, field trips and capital outlay. The required minimum instructional supplies and materials budget is $6,678,042. This is based on 28,059.0 FPC (FPC net of charter schools).
5.	Capital Reserve/Risk Management	District policy requires direct allocation of funding to the Capital Reserve Fund and Risk Management Fund in the amount of at least $377 per student for FY20. A total of $10,914,399 is included in FY20. This includes $3,739,370 to the Risk Management Fund, and $7,090,204 to the Capital Reserve Fund. The remaining $84,825 is allocated to the Capital Reserve Fund from the CPP Fund.
6.	State Equalization Program	Based on current appropriation from the State of Colorado, the District is expecting $8,266.65 per pupil FPC as per pupil revenue (PPR) for FY20. PPR was $7,916.73 for FY19.
7.	Mill Levy Override	The voters of the District passed mill levy overrides in November of 2008 and 2012, both of which provide additional funds for a variety of items as defined within the ballot questions. As required, accounting for the MLO funds is incorporated within the General Fund totals. Additional details regarding planned expenditures are included in the tables below.

PROPOSED

8. Charter Schools

The District must account for 100% of the District's per pupil revenue, including the increased funding for all-day kindergarten, multiplied by the funded pupil count of the charter schools. The District also shares Mill Levy Override revenues with each of the six charter schools in proportion to their respective funded pupil counts. The student FPC for the charter schools for FY20 is 3,115.0, an increase of 225.6 compared to FY19, resulting in a total budgeted charter school allocation of $30,570,099 as follows:

	FPC	Allocation
Aspen Ridge	449.0	$ 4,406,886
Carbon Valley	235.0	2,304,414
Flagstaff Academy	896.0	8,791,269
Imagine at Firestone	565.0	5,534,599
St. Vrain Montessori	230.0	2,253,425
Twin Peaks	740.0	7,279,506
	3,115.0	$30,570,099

9. Contingency Reserve

For FY20, a 2.0% Board-established contingency reserve is calculated on seven operating funds and is maintained entirely within the budget of the General Fund.

10. TABOR Emergency Reserve

The TABOR Reserve is funded as required per Article X of the State Constitution (TABOR Amendment) and is held in cash and investments in the General Fund.

11. School Allocations

Schools are allocated a supplies and materials budget based on student enrollment. Staffing is allocated based on student-teacher ratios, focus programs, and individual school needs. Schools are not allowed to carry over unexpended General Fund budgets from year-to-year unless identified for a specific purpose and explicitly authorized.

12. Salaries and Benefits

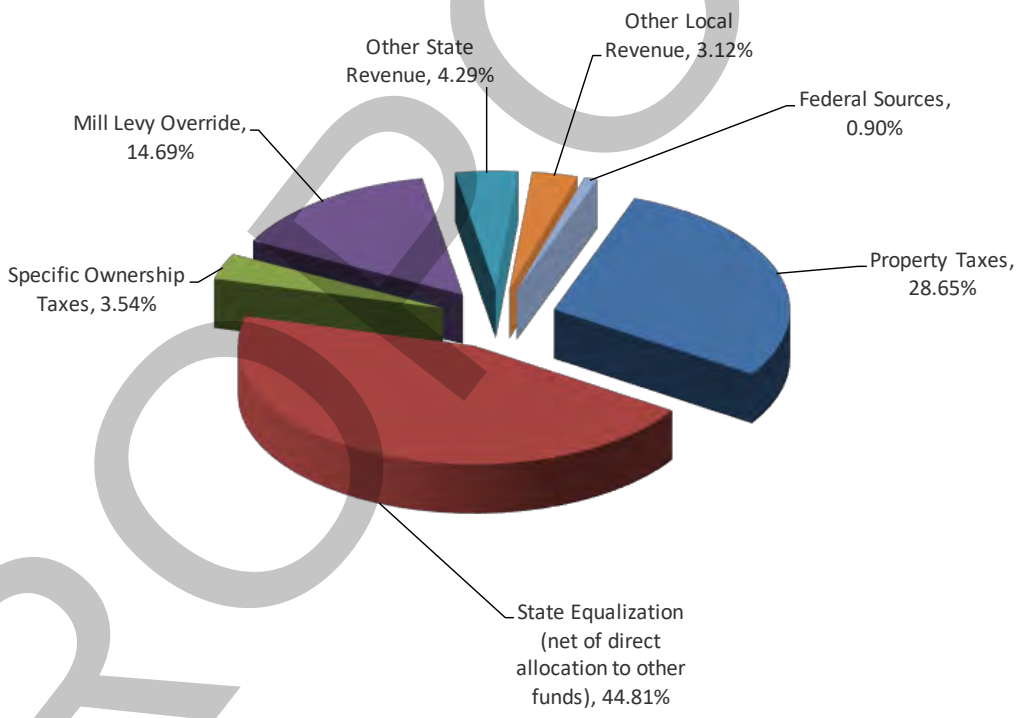
Salaries expense includes an average compensation increase of 7.59%, and funding for education advancement on the salary schedule. Benefits expense includes the additional PERA funding required and net increase in health and dental insurance premiums. This is the case for each fund that pays salaries and benefits.

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
SUMMARY OF GENERAL FUND REVENUES & EXPENDITURES
FISCAL YEARS ENDED 2018 - 2020

Sources of Revenues	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Local Revenues	$ 148,687,828	$ 150,875,979	$ 159,406,219	$ 160,994,325	$ 164,569,911
State Revenues	151,934,366	163,288,243	161,129,080	161,129,080	174,314,066
Federal Revenues	3,391,143	2,704,999	2,896,009	3,274,020	2,986,009
Primary General Fund Revenues	**304,013,337**	**316,869,221**	**323,431,308**	**325,397,425**	**341,869,986**
Allocation to:					
Capital Reserve Fund	(8,654,105)	(5,930,132)	(9,831,083)	(9,831,083)	(7,090,204)
Risk Management Fund	(3,836,715)	(3,768,720)	(4,113,891)	(4,113,891)	(3,739,370)
Colorado Preschool Program	(1,610,713)	(1,709,914)	(1,733,140)	(1,733,140)	(1,859,996)
Total General Fund Revenues	**289,911,804**	**305,460,455**	**307,753,194**	**309,719,311**	**329,180,416**
Other Sources	10,348,651	-	2,743,210	2,743,210	-
Total Revenues and Other Sources	**300,260,455**	**305,460,455**	**310,496,404**	**312,462,521**	**329,180,416**
Expenditures	293,661,617	314,344,268	316,731,676	306,832,751	341,630,111
Transfers (in) out	52,654	-	-	-	-
Total Expenditures & Transfers	**293,714,271**	**314,344,268**	**316,731,676**	**306,832,751**	**341,630,111**
Excess of Revenues Over Expenditures & Transfers	**$ 6,546,184**	**$ (8,883,813)**	**$ (6,235,272)**	**$ 5,629,770**	**$ (12,449,695)**

GENERAL FUND REVENUE SOURCES
Fiscal Year Ending 06/30/20



Summary of General Fund Revenue	Adopted Budget 2020	%
Property Taxes	$ 94,307,685	28.65%
State Equalization (net of direct allocations to other funds)	147,508,214	44.81%
Specific Ownership Taxes	11,655,687	3.54%
Mill Levy Override	48,351,489	14.69%
Other State Revenue	14,116,282	4.29%
Other Local Revenue	10,255,050	3.12%
Federal Sources	2,986,009	0.90%
Total	$ 329,180,416	100.00%

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
GENERAL FUND
SUMMARY OF REVENUES BY SOURCE AND EXPENDITURES BY ACTIVITY
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
Local Revenues	$ 148,687,828	$ 150,875,979	$ 159,406,219	$ 160,994,325	$ 164,569,911
State Revenues	151,934,366	163,288,243	161,129,080	161,129,080	174,314,066
Federal Revenues	3,391,143	2,704,999	2,896,009	3,274,020	2,986,009
Revenue Allocation:					
Capital Reserve Fund	(8,654,105)	(5,930,132)	(9,831,083)	(9,831,083)	(7,090,204)
Risk Management Fund	(3,836,715)	(3,768,720)	(4,113,891)	(4,113,891)	(3,739,370)
Colorado Preschool Program Fund	(1,610,713)	(1,709,914)	(1,733,140)	(1,733,140)	(1,859,996)
Total Revenues	**289,911,804**	**305,460,455**	**307,753,194**	**309,719,311**	**329,180,416**
Other Sources	10,348,651	-	2,743,210	2,743,210	-
Total Revenues and Other Sources	**300,260,455**	**305,460,455**	**310,496,404**	**312,462,521**	**329,180,416**
Expenditures					
Instruction					
Direct Instruction					
Preschool Education	4,964,504	5,790,360	6,347,304	6,148,930	7,010,520
Elementary Education	49,264,754	51,929,489	51,449,761	49,841,784	57,146,897
Middle School Education	24,519,084	26,440,064	26,585,343	25,754,462	27,990,410
High School Education	34,571,557	35,902,377	36,190,316	35,059,247	38,718,352
Other Regular Education	26,719,940	26,030,614	26,962,860	26,120,180	24,743,571
Special Programs	21,232,610	23,652,807	22,721,587	22,011,461	25,519,283
Subtotal-Direct Instruction	**161,272,449**	**169,745,711**	**170,257,171**	**164,936,064**	**181,129,033**
Indirect Instruction					
Pupil Support Services	16,856,023	18,760,303	20,078,364	19,450,848	22,437,794
Instructional Staff Services	11,012,610	12,981,673	15,942,369	15,444,117	13,791,269
School Administration	21,184,010	22,418,018	22,365,843	21,666,836	23,909,651
Subtotal-Indirect Instruction	**49,052,643**	**54,159,994**	**58,386,576**	**56,561,801**	**60,138,714**
Total Instruction	**210,325,092**	**223,905,705**	**228,643,747**	**221,497,865**	**241,267,747**
Other Expenditures					
General Administration	2,523,037	2,740,795	2,822,553	2,734,339	3,148,071
Fiscal Services	3,513,845	4,222,200	4,500,668	4,360,007	5,033,948
Operations/Maintenance/Custodial	22,828,322	26,649,846	25,884,069	25,075,105	27,416,428
Pupil Transportation	9,363,879	10,228,129	9,980,456	9,668,533	11,238,404
Central Services	13,558,694	16,574,456	16,824,056	16,298,248	17,678,861
Community Services	3,940,305	372,665	622,665	603,205	5,276,553
Charter Schools	27,608,443	29,650,472	27,453,462	26,595,449	30,570,099
Total Other Expenditures	**83,336,525**	**90,438,563**	**88,087,929**	**85,334,886**	**100,362,364**
Total Expenditures	**293,661,617**	**314,344,268**	**316,731,676**	**306,832,751**	**341,630,111**
Revenues Less Expenditures	**6,598,838**	**(8,883,813)**	**(6,235,272)**	**5,629,770**	**(12,449,695)**
Transfers in (out)	**(52,654)**	**-**	**-**	**-**	**-**
Net Change in Fund Balance	**6,546,184**	**(8,883,813)**	**(6,235,272)**	**5,629,770**	**(12,449,695)**
Beginning Fund Balance	107,386,605	113,601,328	113,932,789	113,932,789	119,562,559
Ending Fund Balance	**113,932,789**	**104,717,515**	**107,697,517**	**119,562,559**	**107,112,864**
Nonspendable - Deposits, Inventories, & Prepaids	1,418,518	600,000	1,400,000	1,400,000	600,000
Restricted for TABOR	9,886,636	9,880,000	9,893,000	9,205,000	10,623,000
Restricted for Federal Contract	3,177,133	2,574,361	3,177,133	3,377,133	3,177,133
Committed for Contingencies	6,591,091	6,587,000	6,596,000	6,136,655	7,082,000
Committed for BOE allocations	10,577,852	9,500,000	10,577,852	10,577,852	9,500,000
Assigned for Subsequent Year Expenditures	10,354,915	10,000,000	10,354,915	10,354,915	10,000,000
Assigned for Mill Levy Override	44,396,663	50,486,386	53,322,848	53,322,848	64,346,250
Unassigned Fund Balance	**$ 27,529,981**	**$ 15,089,768**	**$ 12,375,769**	**$ 25,188,156**	**$ 1,784,481**

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

GENERAL FUND

SUMMARY OF REVENUES BY SOURCE AND EXPENDITURES BY OBJECT

FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
Local Revenues					
Property taxes	$ 82,112,929	$ 85,586,220	$ 87,995,288	$ 87,995,288	$ 94,307,685
Specific ownership taxes	11,588,740	10,134,650	11,500,000	11,500,000	11,655,687
Mill levy override	43,332,885	44,101,486	46,049,037	46,049,037	48,351,489
Investment income	1,463,914	1,400,000	2,000,000	2,400,000	2,200,000
Charges for services	6,264,809	5,588,705	6,657,935	6,250,000	4,324,935
Miscellaneous	3,924,551	4,064,918	5,203,959	6,800,000	3,730,115
Total Local Revenues	**148,687,828**	**150,875,979**	**159,406,219**	**160,994,325**	**164,569,911**
State Revenues					
Equalization	139,726,941	151,063,207	147,784,424	147,784,424	160,197,784
Special education	6,284,568	6,176,641	6,446,548	6,446,548	7,246,548
Vocational education	972,800	1,056,873	1,303,749	1,303,749	1,303,749
Transportation	1,879,928	1,875,500	2,047,297	2,047,297	2,047,297
Gifted and talented	298,730	298,730	304,458	304,458	304,458
English Language Proficiency Act	1,605,224	1,605,224	1,650,202	1,650,202	1,650,202
BEST Grant	-	-	250,000	250,000	750,000
Miscellaneous	1,166,175	1,212,068	1,342,402	1,342,402	814,028
Total State Revenues	**151,934,366**	**163,288,243**	**161,129,080**	**161,129,080**	**174,314,066**
Federal Revenues					
Other Federal Revenues	1,952,428	1,242,142	1,442,989	1,821,000	1,542,989
Build America Bond Rebates	1,421,930	1,421,930	1,428,020	1,428,020	1,428,020
Migrant grant pass through BOCES	16,785	40,927	25,000	25,000	15,000
Total Federal Revenues	**3,391,143**	**2,704,999**	**2,896,009**	**3,274,020**	**2,986,009**
Revenue Allocation:					
Capital Reserve Fund	(8,654,105)	(5,930,132)	(9,831,083)	(9,831,083)	(7,090,204)
Risk Management Fund	(3,836,715)	(3,768,720)	(4,113,891)	(4,113,891)	(3,739,370)
Colorado Preschool Program Fund	(1,610,713)	(1,709,914)	(1,733,140)	(1,733,140)	(1,859,996)
Total Revenues	**289,911,804**	**305,460,455**	**307,753,194**	**309,719,311**	**329,180,416**
Other Sources	10,348,651	-	2,743,210	2,743,210	-
Total Revenues and Other Sources	**300,260,455**	**305,460,455**	**310,496,404**	**312,462,521**	**329,180,416**
Expenditures					
Salaries	162,720,261	179,150,408	178,852,737	174,024,000	196,069,646
Benefits	52,813,002	60,302,022	59,888,442	58,271,000	66,448,018
Purchased services	14,681,864	13,429,670	14,568,670	15,006,000	15,072,780
Supplies and materials	20,529,260	30,075,732	30,216,691	23,326,615	26,446,898
Other	4,387,173	1,402,264	2,424,764	5,424,764	5,795,175
Charter schools	27,608,443	29,650,472	27,453,462	27,453,462	30,570,099
Capital outlay	10,921,614	333,700	3,326,910	3,326,910	1,227,495
Total Expenditures	**293,661,617**	**314,344,268**	**316,731,676**	**306,832,751**	**341,630,111**
Revenues Less Expenditures	**6,598,838**	**(8,883,813)**	**(6,235,272)**	**5,629,770**	**(12,449,695)**
Transfers in (out)	(52,654)	-	-	-	-
Net Change in Fund Balance	**6,546,184**	**(8,883,813)**	**(6,235,272)**	**5,629,770**	**(12,449,695)**
Beginning Fund Balance	107,386,605	113,601,328	113,932,789	113,932,789	119,562,559
Ending Fund Balance	**113,932,789**	**104,717,515**	**107,697,517**	**119,562,559**	**107,112,864**
Nonspendable - Deposits, Inventories, & Prepaids	1,418,518	600,000	1,400,000	1,400,000	600,000
Restricted for TABOR	9,886,636	9,880,000	9,893,000	9,205,000	10,623,000
Restricted for Federal Contract	3,177,133	2,574,361	3,177,133	3,377,133	3,177,133
Committed for Contingencies	6,591,091	6,587,000	6,596,000	6,136,655	7,082,000
Committed for BOE allocations	10,577,852	9,500,000	10,577,852	10,577,852	9,500,000
Assigned for Subsequent Year Expenditures	10,354,915	10,000,000	10,354,915	10,354,915	10,000,000
Assigned for Mill Levy Override	44,396,663	50,486,386	53,322,848	53,322,848	64,346,250
Unassigned Fund Balance	**$ 27,529,981**	**$ 15,089,768**	**$ 12,375,769**	**$ 25,188,156**	**$ 1,784,481**

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
SCHEDULE OF GENERAL FUND REVENUES
FROM LOCAL, STATE, AND FEDERAL SOURCES
FISCAL YEARS ENDED 2018 - 2020

Local Revenues	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Property Taxes	$ 82,112,929	$ 85,586,220	$ 87,995,288	$ 87,995,288	$ 94,307,685
Specific Ownership Taxes	11,588,740	10,134,650	11,500,000	11,500,000	11,655,687
Mill Levy Override	43,332,885	44,101,486	46,049,037	46,049,037	48,351,489
Subtotal Taxes	**137,034,554**	**139,822,356**	**145,544,325**	**145,544,325**	**154,314,861**
Other Local					
Investment Income	1,463,914	1,400,000	2,000,000	2,400,000	2,200,000
Charges for Service	6,264,809	5,588,705	6,657,935	6,250,000	4,324,935
Rental of Facilities	240,901	200,000	225,000	225,000	225,000
Indirect Cost Revenue	802,486	1,100,000	800,000	800,000	800,000
Services to Charter Schools	861,731	900,000	900,000	875,000	900,000
Other Local	2,019,433	1,864,918	3,278,959	4,900,000	1,805,115
Subtotal Other Local	**11,653,274**	**11,053,623**	**13,861,894**	**15,450,000**	**10,255,050**
Total Local Revenues	**148,687,828**	**150,875,979**	**159,406,219**	**160,994,325**	**164,569,911**
Percent Change		**1.47%**	**7.21%**	**8.28%**	**2.22%**
State Revenues					
State Equalization Aid, net	139,726,941	151,063,207	147,784,424	147,784,424	160,197,784
Special Education	6,284,568	6,176,641	6,446,548	6,446,548	7,246,548
Vocational Education	972,800	1,056,873	1,303,749	1,303,749	1,303,749
Transportation	1,879,928	1,875,500	2,047,297	2,047,297	2,047,297
Gifted and Talented	298,730	298,730	304,458	304,458	304,458
English Language Proficiency Act	1,605,224	1,605,224	1,650,202	1,650,202	1,650,202
BEST Grant	-	-	250,000	250,000	750,000
Other State	1,166,175	1,212,068	1,342,402	1,342,402	814,028
Total State Revenues	**151,934,366**	**163,288,243**	**161,129,080**	**161,129,080**	**174,314,066**
Percent Change		**7.47%**	**6.05%**	**6.05%**	**8.18%**
Federal Revenues					
Other Federal Revenues	1,952,428	1,242,142	1,442,989	1,821,000	1,542,989
Build America Bond Rebates	1,421,930	1,421,930	1,428,020	1,428,020	1,428,020
Migrant Grant Pass Through BOCES	16,785	40,927	25,000	25,000	15,000
Total Federal Revenues	**3,391,143**	**2,704,999**	**2,896,009**	**3,274,020**	**2,986,009**
Percent Change		**-20.23%**	**-14.60%**	**-3.45%**	**-8.80%**
Total Revenue Before Allocations	**$ 304,013,337**	**$ 316,869,221**	**$ 323,431,308**	**$ 325,397,425**	**$ 341,869,986**
Percent Change		**4.23%**	**6.39%**	**7.03%**	**5.06%**
Revenue Allocations:					
Capital Reserve Fund	(8,654,105)	(5,930,132)	(9,831,083)	(9,831,083)	(7,090,204)
Risk Management Fund	(3,836,715)	(3,768,720)	(4,113,891)	(4,113,891)	(3,739,370)
Colorado Preschool Program Fund	(1,610,713)	(1,709,914)	(1,733,140)	(1,733,140)	(1,859,996)
Total General Fund Revenues	**289,911,804**	**305,460,455**	**307,753,194**	**309,719,311**	**329,180,416**
Percent Change		**5.36%**	**6.15%**	**6.83%**	**6.28%**
Other Sources	10,348,651	-	2,743,210	2,743,210	-
Total Revenues and Other Sources	**300,260,455**	**305,460,455**	**310,496,404**	**312,462,521**	**329,180,416**
Percent Change		**1.73%**	**3.41%**	**4.06%**	**5.35%**

*FY19 Adopted, Amended, and Projected Actual percentages are in comparison to FY18 Actuals.
FY20 Adopted percentages are in comparison to FY19 Projected Actuals.

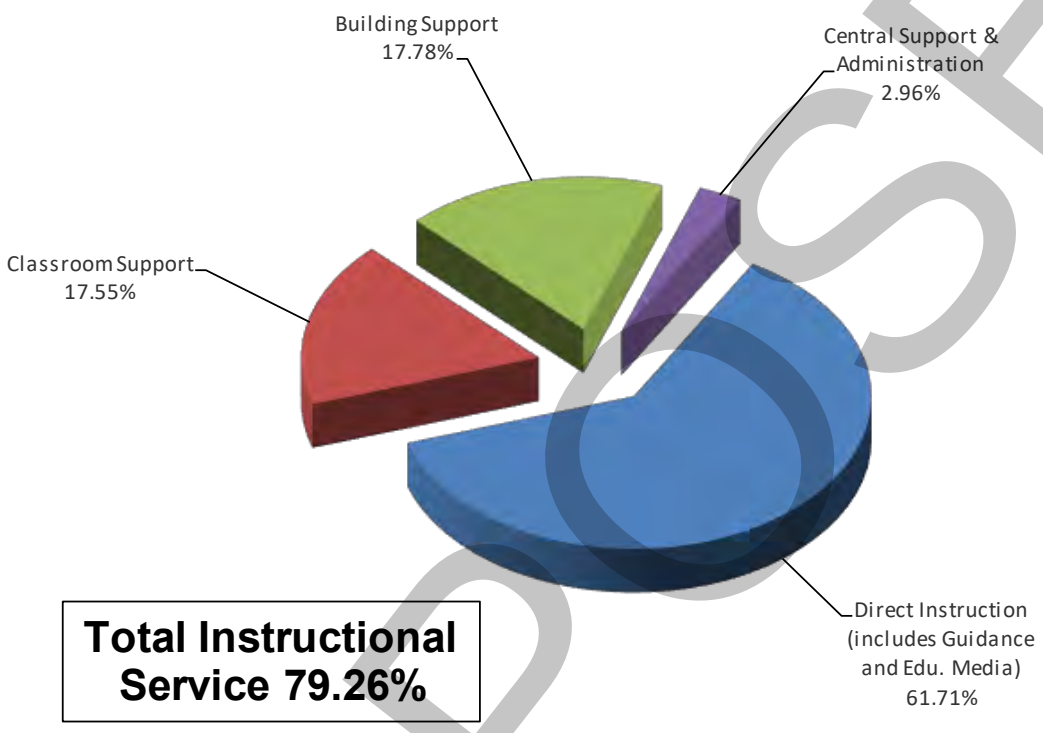
PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
GENERAL FUND ADOPTED BUDGET
EXPENDITURES BY ACTIVITY AND OBJECT
FISCAL YEAR ENDING JUNE 30, 2020

Item	Salaries	Employee Benefits	Purchased Services	Supplies & Materials	Other Expenses	Charter Schools	Capital Outlay	Total
Regular Instruction								
Preschool	$ 4,364,334	$ 1,754,958	$ -	$ 627,228	$ -	$ -	$ 264,000	$ 7,010,520
Elementary School	40,923,057	13,868,858	-	2,346,482	8,500	-	-	57,146,897
Middle School	20,638,225	7,006,858	-	345,327	-	-	-	27,990,410
High School	27,602,115	9,489,034	317,133	1,300,870	9,200	-	-	38,718,352
Gifted and Talented	549,889	167,949	-	5,780	2,000	-	-	725,618
Integrated Education	6,676,536	1,218,289	1,185,725	3,889,748	136,000	-	90,495	13,196,793
General Instructional Media	2,222,975	901,574	-	290,739	-	-	-	3,415,288
Activites and Athletics	3,081,015	673,645	245,000	30,604	5,856	-	-	4,036,120
Other Regular Instruction	2,646,639	329,313	800	333,000	60,000	-	-	3,369,752
Regular Instruction Total	**108,704,785**	**35,410,478**	**1,748,658**	**9,169,778**	**221,556**	**-**	**354,495**	**155,609,750**
Special Education								
General	13,911,224	5,643,260	2,294,975	101,030	7,500	-	-	21,957,989
Hearing and Vision	256,350	84,010	-	-	-	-	-	340,360
Speech Language	2,418,646	802,288	-	-	-	-	-	3,220,934
Special Programs Total	**16,586,220**	**6,529,558**	**2,294,975**	**101,030**	**7,500**	**-**	**-**	**25,519,283**
Grand Total Direct Instruction	**125,291,005**	**41,940,036**	**4,043,633**	**9,270,808**	**229,056**	**-**	**354,495**	**181,129,033**
Support Services								
Pupils								
Student Support Services	920,687	278,632	-	26,976	11,000	-	-	1,237,295
Attendance and Social Work Services	3,165,231	1,191,091	1,515,050	29,859	5,000	-	-	5,906,231
Guidance	6,179,000	2,065,671	10,100	29,862	20,000	-	-	8,304,633
Health	2,971,148	1,126,158	5,000	11,279	1,000	-	-	4,114,585
Psychological Services	1,761,135	599,816	-	-	-	-	-	2,360,951
Audiology	179,800	54,698	-	-	-	-	-	234,498
Other	150,862	63,639	-	65,100	-	-	-	279,601
Pupils Total	**15,327,863**	**5,379,705**	**1,530,150**	**163,076**	**37,000**	**-**	**-**	**22,437,794**
Instructional Staff								
Curriculum Development	4,744,758	1,444,691	407,170	755,731	41,845	-	-	7,394,195
Instructional Staff Training	238,774	45,932	526,725	111,605	6,600	-	-	929,636
Other Instructional Staff Services	2,828,684	889,281	37,300	116,730	316,821	-	-	4,188,816
Educational Media	826,348	262,251	7,000	180,223	2,800	-	-	1,278,622
Instructional Staff Total	**8,638,564**	**2,642,155**	**978,195**	**1,164,289**	**368,066**	**-**	**-**	**13,791,269**
School Administration								
Office of the Principal	**17,025,502**	**5,650,728**	**14,650**	**1,186,031**	**32,740**	**-**	**-**	**23,909,651**
Grand Total Classroom Support	**40,991,929**	**13,672,588**	**2,522,995**	**2,513,396**	**437,806**	**-**	**-**	**60,138,714**
General Administration								
Board of Education and Executive Administration	1,189,706	343,362	1,201,354	347,849	65,800	-	-	3,148,071
General Administration Total	**1,189,706**	**343,362**	**1,201,354**	**347,849**	**65,800**	**-**	**-**	**3,148,071**
Fiscal Services								
Fiscal Services	1,712,271	522,028	652,800	35,600	516,000	-	-	3,438,699
Printing/Purchasing/Warehouse	1,000,283	323,266	211,600	48,060	12,040	-	-	1,595,249
Fiscal Services Total	**2,712,554**	**845,294**	**864,400**	**83,660**	**528,040**	**-**	**-**	**5,033,948**
Operations and Maintenance								
Administration	203,966	59,686	127,300	40,000	42,220	-	-	473,172
Utilities	-	-	2,740,247	4,625,600	-	-	-	7,365,847
Care & Upkeep of Buildings	10,491,955	4,033,379	853,096	1,142,000	28,600	-	98,000	16,647,030
Care & Upkeep of Grounds	1,199,048	423,676	263,800	295,800	-	-	25,000	2,207,324
Other Operation and Maintenance	130,000	28,425	42,300	182,000	37,000	-	-	419,725
Security Services	65,535	17,986	94,000	125,809	-	-	-	303,330
Operations and Maintenance Total	**12,090,504**	**4,563,152**	**4,120,743**	**6,411,209**	**107,820**	**-**	**123,000**	**27,416,428**
Transportation								
Administration	316,782	102,355	7,500	140,000	10,000	-	-	576,637
Vehicle Operations	4,651,013	2,051,282	416,630	700,000	-	-	-	7,818,925
Vehicle Service and Maintenance	1,239,022	433,744	95,000	350,000	500	-	-	2,118,266
Other Transportation Expenses	485,689	177,387	51,500	10,000	-	-	-	724,576
Transportation Total	**6,692,506**	**2,764,768**	**570,630**	**1,200,000**	**10,500**	**-**	**-**	**11,238,404**
Central Services								
Assessment & Evaluation	459,920	143,677	125,324	70,464	5,800	-	-	805,185
Unemployment Insurance	-	-	300,000	-	-	-	-	300,000
Planning Services	256,760	80,822	12,258	3,800	1,500	-	-	355,140
Communication Services	545,962	151,716	277,000	6,000	9,800	-	-	990,478
Human Resources	1,610,188	501,574	360,559	146,500	12,000	-	-	2,630,821
Technology Services	4,038,612	1,314,851	465,500	6,393,212	500	-	-	12,212,675
Other Support Services	190,000	126,178	68,384	-	-	-	-	384,562
Central Services Total	**7,101,442**	**2,318,818**	**1,609,025**	**6,619,976**	**29,600**	**-**	**-**	**17,678,861**
Grand Total Support Services	**70,778,641**	**24,507,982**	**10,889,147**	**17,176,090**	**1,179,566**	**-**	**123,000**	**124,654,426**
Community Services	-	-	140,000	-	4,386,553	-	750,000	5,276,553
Charter Schools								
Aspen Ridge Academy						4,406,886		4,406,886
Carbon Valley Academy						2,304,414		2,304,414
Flagstaff Academy, Inc.						8,791,269		8,791,269
Imagine Charter School at Firestone						5,534,599		5,534,599
St. Vrain Community Montessori						2,253,425		2,253,425
Twin Peaks Charter Academy						7,279,506		7,279,506
Total General Fund Expenditures	**$196,069,646**	**$ 66,448,018**	**$ 15,072,780**	**$ 26,446,898**	**$ 5,795,175**	**$ 30,570,099**	**$ 1,227,495**	**$341,630,111**

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
GENERAL FUND ADOPTED BUDGET
EXPENDITURE ANALYSIS BY ACTIVITY
FISCAL YEAR ENDING JUNE 30, 2020

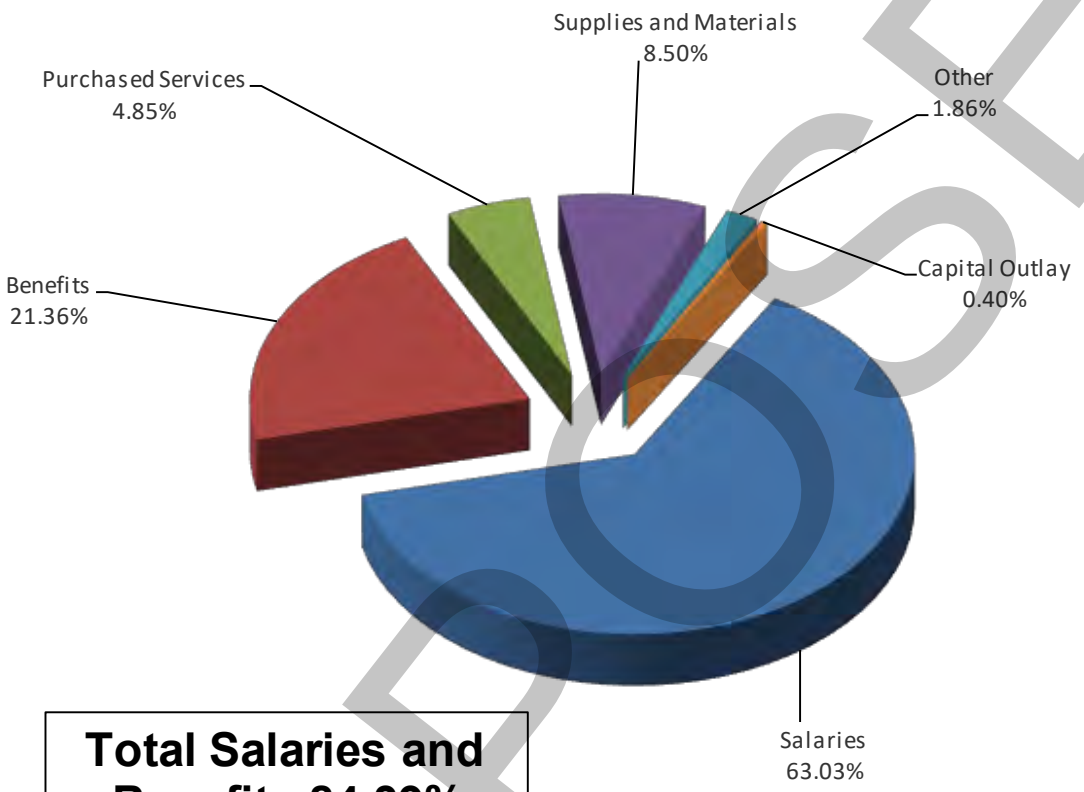


Total Instructional Service 79.26%

Summary of General Fund Expenses by Activity	Adopted Budget 6/30/20	%
Direct Instruction (includes Guidance and Edu. Media)	$ 191,949,583	61.71%
Classroom Support	54,594,717	17.55%
Building Support		
Transportation	11,238,404	
Operations/Maintenance/Custodial	27,416,428	
Printing/Purchasing/Warehouse	1,595,249	
Communication Services	990,478	
Technology Services	12,212,675	
Assessment/Planning/Risk Management	1,844,887	
	55,298,121	17.78%
Central Support & Administration		
Human Resources	2,630,821	
Finance/Payroll/Budgeting	3,438,699	
Superintendent's Office/General Administration	3,148,071	
	9,217,591	2.96%
Sub-Total	311,060,012	100.00%
Charter Schools	30,570,099	
Total	$ 341,630,111	

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
GENERAL FUND ADOPTED BUDGET
EXPENDITURE ANALYSIS BY OBJECT
FISCAL YEAR ENDING JUNE 30, 2020



Total Salaries and Benefits 84.39%

Summary of General Fund Expenses by Object	Adopted Budget Total	%
Salaries	$ 196,069,646	63.03%
Benefits	66,448,018	21.36%
Purchased Services	15,072,780	4.85%
Supplies and Materials	26,446,898	8.50%
Other	5,795,175	1.86%
Capital Outlay	1,227,495	0.40%
Sub-Total	311,060,012	100.00%
Charter Schools	30,570,099	
Total	$ 341,630,111	

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
GENERAL FUND
INSTRUCTIONAL MATERIALS AND SUPPLIES
FISCAL YEARS ENDED 2018 - 2020

Description	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Program Codes 0010 - 2099					
Repairs and maintenance	$ 103,619	$ 158,500	$ 158,500	$ 158,500	$ 170,500
Rentals	10,412	-	-	-	-
Printing, binding and duplicating	11,821	4,500	4,500	4,500	4,300
Travel, registration, and entrance	142,786	41,833	41,833	41,833	32,633
Supplies	3,749,360	8,306,462	8,403,835	8,403,835	5,264,854
Books and periodicals	3,816,990	3,780,748	3,780,748	3,780,748	4,005,954
Equipment	10,265,118	275,700	275,700	275,700	354,495
Internal transportation charges	139,199	133,356	133,356	133,356	214,356
Other internal charges	17,857	15,500	15,500	15,500	12,500
Total Expenditures	**$ 18,257,162**	**$ 12,716,599**	**$ 12,813,972**	**$ 12,813,972**	**$ 10,059,592**
Required Allocation					
Student FTE (Excl. Charters)	26,941.5	26,933.6	27,299.1	27,299.1	28,059.0
Rate per student	216	230	228	228	238
Current year allocation	$ 5,819,364	$ 6,194,728	$ 6,224,195	$ 6,224,195	$ 6,678,042
Carryover from prior year	NONE	NONE	NONE	NONE	NONE
Total Required Allocation	**$ 5,819,364**	**$ 6,194,728**	**$ 6,224,195**	**$ 6,224,195**	**$ 6,678,042**
Carryover to Subsequent Year	**NONE**	**NONE**	**NONE**	**NONE**	**NONE**

PROPOSED

ST VRAIN VALLEY SCHOOL DISTRICT RE-1J

2008 AND 2012 MILL LEVY OVERRIDE SUMMARY *

FISCAL YEARS ENDED 2018 - 2020

Description	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Mill Levy Override Revenues	**$ 43,332,885**	**$ 44,101,486**	**$ 46,049,037**	**$ 46,049,037**	**$ 48,351,489**
Mill Levy Override Expenditures					
Advanced Placement Programs	208,750	200,000	200,000	200,000	193,940
Focus School Allocations	1,811,000	1,960,981	1,990,981	1,990,981	1,984,541
Operations and Maintenance	1,026,000	1,026,000	1,026,000	1,026,000	1,026,000
Preschool Programs	143,050	1,150,000	1,150,000	1,150,000	1,150,000
Reduce Class Sizes	8,416,180	8,416,180	8,416,180	8,416,180	8,416,180
Safety and Security	680,000	750,000	750,000	750,000	750,000
STEM Programming	300,000	300,000	300,000	300,000	300,000
Teacher/Staff Compensation	10,350,000	10,350,000	10,350,000	10,350,000	10,350,000
Technology	8,710,640	8,585,000	8,585,000	8,585,000	8,585,000
Charter School Allocations	4,088,743	4,170,518	4,354,691	4,354,691	4,572,426
Total Mill Levy Override Expenditures	**35,734,363**	**36,908,679**	**37,122,852**	**37,122,852**	**37,328,087**
Change in MLO Fund Bal. Assignment	**7,598,522**	**7,192,807**	**8,926,185**	**8,926,185**	**11,023,402**
Beginning MLO Fund Bal. Assignment	**36,798,141**	**43,293,579**	**44,396,663**	**44,396,663**	**53,322,848**
Ending MLO Fund Bal. Assignment	**$ 44,396,663**	**$ 50,486,386**	**$ 53,322,848**	**$ 53,322,848**	**$ 64,346,250**

**The above amounts are included in the previous budget schedules within the categories to which they belong; they are presented in the above schedule to provide details specific to the Mill Levy Override revenue and related uses.*

PROPOSED

Total Program Funding

Total Program Funding is the primary funding source for the District's General Fund. The Colorado Department of Education uses a formula to determine how much Total Program Funding is provided to each Colorado school district based on a number of factors. Total Program can be expressed in total dollars, or in terms of Per-Pupil Revenue (PPR) multiplied by the District's Funded Pupil Count (FPC).

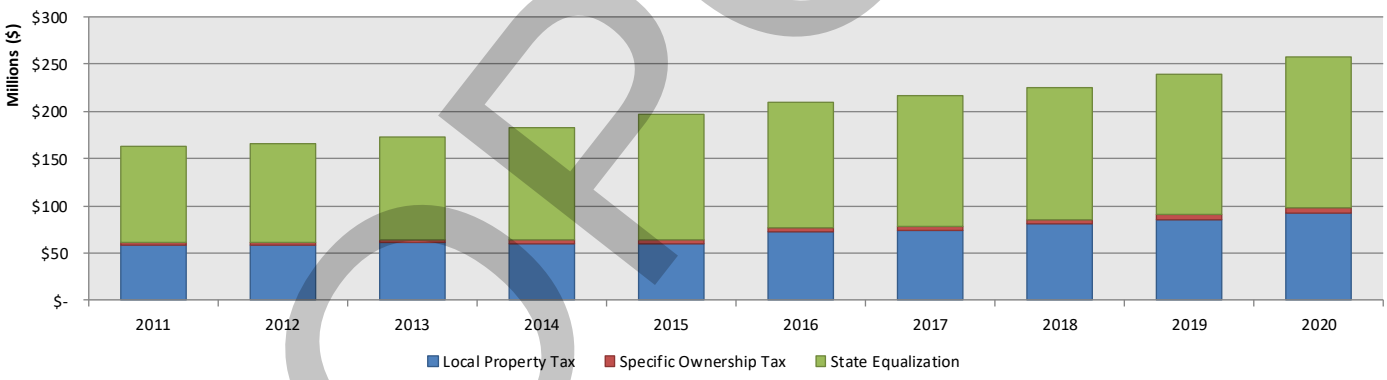
Total Program is funded by three sources: Local Property Tax, Specific Ownership Tax (i.e. vehicle registrations), and the remainder is provided to St. Vrain Valley Schools by the State of Colorado through what is called "State Equalization."

Below is a historical breakdown of Total Program Funding for St. Vrain Valley Schools.

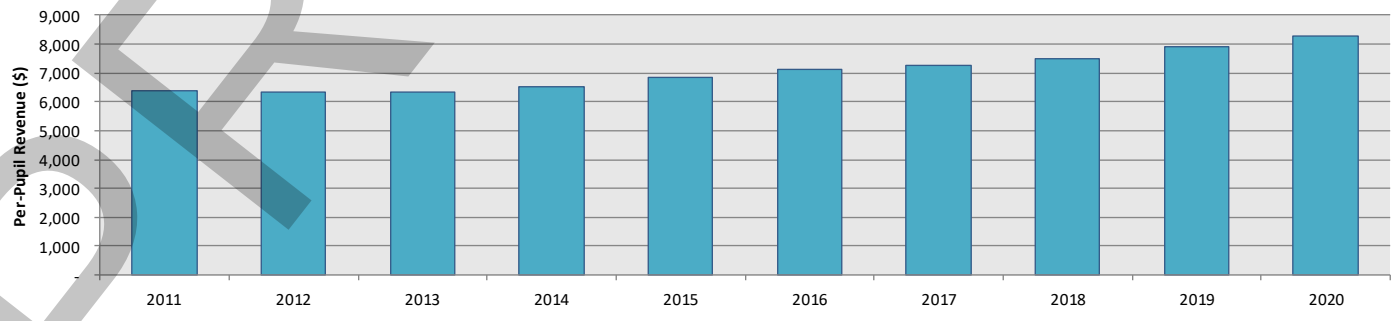
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
GENERAL FUND
SUMMARY OF TOTAL PROGRAM FUNDING PER CDE*
FISCAL YEARS ENDED 2011 - 2020

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Local Property Tax	$ 58,458,046	$ 58,451,393	$ 60,902,524	$ 60,496,735	$ 59,712,081	$ 72,693,957	$ 74,653,111	$ 80,732,969	$ 85,984,021	$ 92,211,355
Specific Ownership Tax	3,264,963	3,125,544	3,127,653	3,354,034	3,882,507	3,887,950	3,756,272	4,488,357	5,189,596	5,345,283
State Equalization	101,304,149	103,816,214	108,361,241	119,163,453	133,605,666	133,240,934	138,009,845	139,771,356	147,820,587	160,147,909
Total Program Funding	**$163,027,158**	**$165,393,151**	**$172,391,418**	**$183,014,222**	**$197,200,254**	**$209,822,841**	**$216,419,228**	**$224,992,682**	**$238,994,204**	**$257,704,547**
Funded Pupil Count	25,493.3	26,120.2	27,207.8	28,011.8	28,740.5	29,373.5	29,821.6	30,032.3	30,188.5	31,174.0
Per-Pupil Revenue	**$ 6,394.90**	**$ 6,332.00**	**$ 6,336.10**	**$ 6,533.47**	**$ 6,861.41**	**$ 7,143.27**	**$ 7,257.13**	**$ 7,491.69**	**$ 7,916.73**	**$ 8,266.65**

St. Vrain Valley Schools Total Program Funding
2011 - 2020



St. Vrain Valley Schools Total Program Per-Pupil Revenue
2011 - 2020



** Total Program Funding is calculated per the Colorado Department of Education (CDE). Actual amounts budgeted and received by the district vary due to actual vs. expected tax collections, CDE rescissions from the State Equalization payment, and rounding.*

PROPOSED

FUND 18 – RISK MANAGEMENT FUND

The Risk Management Fund is used to account for the payment of loss or damage to the property of the school district, liability claims, workers' compensation claims, insurance premiums, and related administrative expenses.

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; injuries to employees; and natural disasters. The District plans to provide for or restore the economic damages of those losses through risk retention and risk transfer.

The District is a member of two public entity risk sharing pools. The District's share of each pool varies based on exposures, the contribution paid to each pool, the District's claims experience, each pool's claims experience, and each pool's surplus and dividend policy. The District may be assessed to fund any pool surplus deficit.

Since July 1, 2002, the District has been a member of the Colorado School Districts Self Insurance Pool for property and liability insurance. The District has insurance deductibles of $50,000 (property and general liability), and $1,000 (vehicle liability) per claim.

Prior to July 1, 2002, the District purchased its property and liability insurance from the Northern Colorado School Districts Property Self Insurance Pool, and the Northern Colorado School Districts Liability Self Insurance Pool, respectively. These two pools have since been dissolved. All financial obligations of the Pools have been met and the remaining financial assets of the Pools were redistributed to participating Districts as of 12/31/2017.

Since July 1, 1985, the District has been a member of the Northern Colorado School Districts Workers' Compensation Self Insurance Pool. The other current pool members are Park School District (Estes Park) and Windsor School District. The workers' compensation pool discontinued insurance operations effective July 1, 1998, and resumed insurance operations on July 1, 2003. During the intervening years, insurance coverage was obtained outside the pool. The District's deductible is $50,000 per claim for the year ended June 30, 2020.

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

RISK MANAGEMENT FUND

FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
Investment income	$ 51,309	$ 60,000	$ 80,000	$ 130,000	$ 125,000
State equalization	3,836,715	3,768,720	4,113,891	4,113,891	3,739,370
Miscellaneous	2,246,785	25,000	25,000	20,000	25,000
Total revenues	**6,134,809**	**3,853,720**	**4,218,891**	**4,263,891**	**3,889,370**
Expenditures					
Salaries	246,177	235,962	272,870	272,870	331,210
Benefits	70,218	73,933	86,196	86,196	104,275
Purchased services	1,429,222	1,746,370	2,062,370	1,950,000	3,638,700
Supplies and materials	72,412	113,835	113,835	80,000	132,685
Claims paid	982,341	1,632,000	1,632,000	1,200,000	1,632,000
Capital outlay	-	1,000	1,000		-
Other	6,653	50,620	50,620	15,000	50,500
Total expenditures	**2,807,023**	**3,853,720**	**4,218,891**	**3,604,066**	**5,889,370**
Excess of revenues over (under) expenditures	**3,327,786**	**-**	**-**	**659,825**	**(2,000,000)**
Fund balance, beginning	2,638,631	3,886,397	5,966,417	5,966,417	6,626,242
Fund balance, ending					
Committed	5,966,417	3,886,397	5,966,417	6,626,242	4,626,242
Fund balance, ending	**$ 5,966,417**	**$ 3,886,397**	**$ 5,966,417**	**$ 6,626,242**	**$ 4,626,242**

PROPOSED

FUND 19 – COLORADO PRESCHOOL PROGRAM FUND

The Colorado Preschool Program (CPP) Fund is used to account for revenue allocations from the General Fund used for the Colorado Preschool Program which is a state funded program for preschool children the year before kindergarten. Children who qualify for the Colorado Preschool Program may have a variety of risk factors in their family, including low income or substance abuse. Funding for the program uses a calculated amount called per-pupil operating revenue (PPOR), which is the General Fund's per-pupil revenue under the state funding formula, less the Board-required Risk Management and Capital Reserve per-student allocation. The PPOR multiplied by the number of CPP student FPC that is certified in the October Count results in the total amount allocated to the CPP fund. A total of 450 slots are expected to be certified for FY20, resulting in a CPP Funded Pupil Count of 225, which translates to $1,775,171 in equalization revenue for the fund, net of the required allocation to the cap reserve fund.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
COLORADO PRESCHOOL PROGRAM FUND
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
Equalization	$ 1,537,183	$ 1,709,914	$ 1,733,140	$ 1,806,670	$ 1,859,996
Investment income	3,888	3,300	10,000	17,600	19,000
Alloc. to Cap Reserve Fund		(78,045)	(79,278)	(73,530)	(84,825)
Total revenues	**1,541,071**	**1,635,169**	**1,663,862**	**1,750,740**	**1,794,171**
Expenditures					
Salaries	182,586	195,370	197,040	197,040	209,465
Benefits	55,397	62,864	57,611	57,611	64,732
Purchased services	1,101,863	1,180,050	1,180,050	1,172,330	1,280,725
Supplies and materials	85,697	73,765	73,765	76,359	87,450
Capital outlay	-	250,000	250,000	60,000	250,000
Other	25,772	26,405	26,405	26,600	26,210
Total expenditures	**1,451,315**	**1,788,454**	**1,784,871**	**1,589,940**	**1,918,582**
Excess of revenues over (under) expenditures	**89,756**	**(153,285)**	**(121,009)**	**160,800**	**(124,411)**
Fund balance, beginning	576,948	575,215	666,704	666,704	827,504
Fund balance, ending					
Restricted	666,704	421,930	545,695	827,504	703,093
Fund balance, ending	**$ 666,704**	**$ 421,930**	**$ 545,695**	**$ 827,504**	**$ 703,093**

PROPOSED

FUND 21 – NUTRITION SERVICES FUND

The Nutrition Services Department is accountable for the meal service programs within the District. The program operates with a financially self-supporting budget. The program purchases food and supplies for preparation and service of meals according to Federal Child Nutrition Program guidelines. The Nutrition Services office staff assesses the needs of the department and its customers, sets measurable goals, and maintains a philosophy of customer service in dealing with students, parents, school staff, and the community.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
NUTRITION SERVICES FUND
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
Investment income	$ 15,855	$ 12,000	$ 23,000	$ 25,101	$ 25,000
Charges for services	3,587,104	3,878,593	3,967,438	3,892,276	4,100,000
Miscellaneous	76,087	60,000	60,000	42,667	95,000
State match	167,830	170,000	198,594	196,104	190,000
Commodities entitlement	657,167	651,949	666,806	612,115	656,000
National school lunch program	5,252,650	5,286,412	5,091,558	5,028,360	5,400,000
Total revenues	**9,756,693**	**10,058,954**	**10,007,396**	**9,796,623**	**10,466,000**
Expenses					
Salaries	3,386,035	3,498,305	3,623,672	3,643,388	4,008,191
Benefits	1,332,576	1,364,339	1,446,006	1,491,553	1,687,241
Purchased services	142,798	140,000	135,000	50,000	140,000
Supplies and materials	4,813,322	4,876,949	4,882,806	4,868,456	4,931,000
Equipment	138,683	85,000	35,000	45,000	70,000
Other	100,000	100,000	100,000	100,000	100,000
Total expenses	**9,913,414**	**10,064,593**	**10,222,484**	**10,198,397**	**10,936,432**
Transfers (in) out	(21,462)	-	-	(32,000)	-
Net change in fund balance	**(135,259)**	**(5,639)**	**(215,088)**	**(369,774)**	**(470,432)**
Fund balance, beginning	2,456,760	2,247,474	2,321,501	2,321,501	1,951,727
Fund balance, ending	**$ 2,321,501**	**$ 2,241,835**	**$ 2,106,413**	**$ 1,951,727**	**$ 1,481,295**

PROPOSED

FUND 22 – GRANTS FUND

The Governmental Designated Purpose Grant Fund is used to account for restricted state and federal grants.

The ESSA (Every Student Succeeds Act) of 2015 replaced and updated the NCLB (No Child Left Behind) Act of 2001. ESSA gives greater deference to state education policies and reduced the federal government's role and oversight with regard to the education of Colorado's K-12 students. For more information, visit www.ed.gov/essa.

Consolidated Grants

Title I: Part A: Improving Academic Achievement of the Disadvantaged
This funding focuses on promoting school-wide reform in at-risk schools and ensuring student access to scientifically based instructional strategies and challenging academic content. This program is the largest ESSA program and allocates its resources based on the poverty rates of students.

Title II: Part A: Teachers and Principals Training and Recruiting
This grant helps to ensure high quality teachers will be available for all students. The grant provides for teacher training and recruitment of highly qualified teachers, para-educators, and principals capable of ensuring that all children achieve high standards.

Title III: Language Instruction for Limited English Proficient and Immigrant Students
This grant helps children with limited English skills develop high levels of academic attainment in English and meet the state academic achievement standards set for each grade level. Title III also addresses the need for family literacy, providing English language instruction for parents and preschool age children.

Title IV: Part A: Student Support and Academic Enrichment
This grant is intended to improve students' academic achievement by increasing the capacity of State educational agencies (SEAs), local educational agencies (LEAs), and local communities to provide all students with access to a well-rounded education; improve school conditions for student learning; and improve the use of technology to improve the academic achievement and digital literacy of all students.

Federal Grants

IDEA - PL 94-142 - Part B
The purposes of the Individuals with Disabilities Education Act (IDEA) are to ensure that all children with disabilities have available to them free appropriate public education which emphasizes special education and related services designed to meet their unique needs; ensure the rights of children with disabilities are protected; assist local educational agencies to provide education of all children with disabilities; and assess and ensure the effectiveness of efforts to educate children with disabilities.

IDEA - PL 99-457 – Preschool
Provides grants to local education agencies to assist in providing special education and related services to children with disabilities ages three to five.

PROPOSED

Carl Perkins – Career and Technical Education

This grant develops the vocational skills of secondary students by promoting integrated career, academic, and technical instruction.

McKinney - Education for Homeless Children and Youth

This grant ensures that all homeless children and youth have equal access to the same free, appropriate public education available to other children.

Other Grants

Expelled and At-Risk Student Services (EARSS)

This grant provides education services and support services to expelled students, students at risk of being expelled, enrolled truant students and/or students at risk of being declared, or already are, habitually truant.

School to Work Alliance Program (SWAP)

The purpose of SWAP is to provide career development and employment related services to youth with disabilities through partnership with the Colorado Department of Education, the Division of Vocational Rehabilitation and school districts. SWAP is designed to enhance transition services mandated through IDEA.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
GOVERNMENTAL DESIGNATED PURPOSE GRANTS FUND
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
State grants	$ 518,051	$ 465,332	$ 807,477	$ 603,000	$ 982,000
Federal grants	8,714,698	11,020,182	11,489,962	8,584,000	9,321,000
ARRA - Federal Education Stimulus Funds	70,483	-	-	-	-
Total revenues	**9,303,232**	**11,485,514**	**12,297,439**	**9,187,000**	**10,303,000**
Expenditures					
Salaries	5,957,930	6,255,517	6,317,231	5,611,000	6,185,000
Benefits	1,892,383	2,130,429	2,162,686	1,882,000	1,983,000
Purchased services	302,511	296,755	701,218	575,000	495,000
Supplies and materials	581,856	1,851,164	2,253,946	550,000	807,000
Capital outlay	103,317	26,819	37,559	110,000	32,000
Other	465,235	924,830	824,799	459,000	801,000
Total expenditures	**9,303,232**	**11,485,514**	**12,297,439**	**9,187,000**	**10,303,000**
Excess of revenues over (under) expenditures	**-**	**-**	**-**	**-**	**-**
Fund balance, beginning	-	-	-	-	-
Fund balance, ending	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

PROPOSED

FUND 23 – STUDENT ACTIVITIES SPECIAL REVENUE FUND

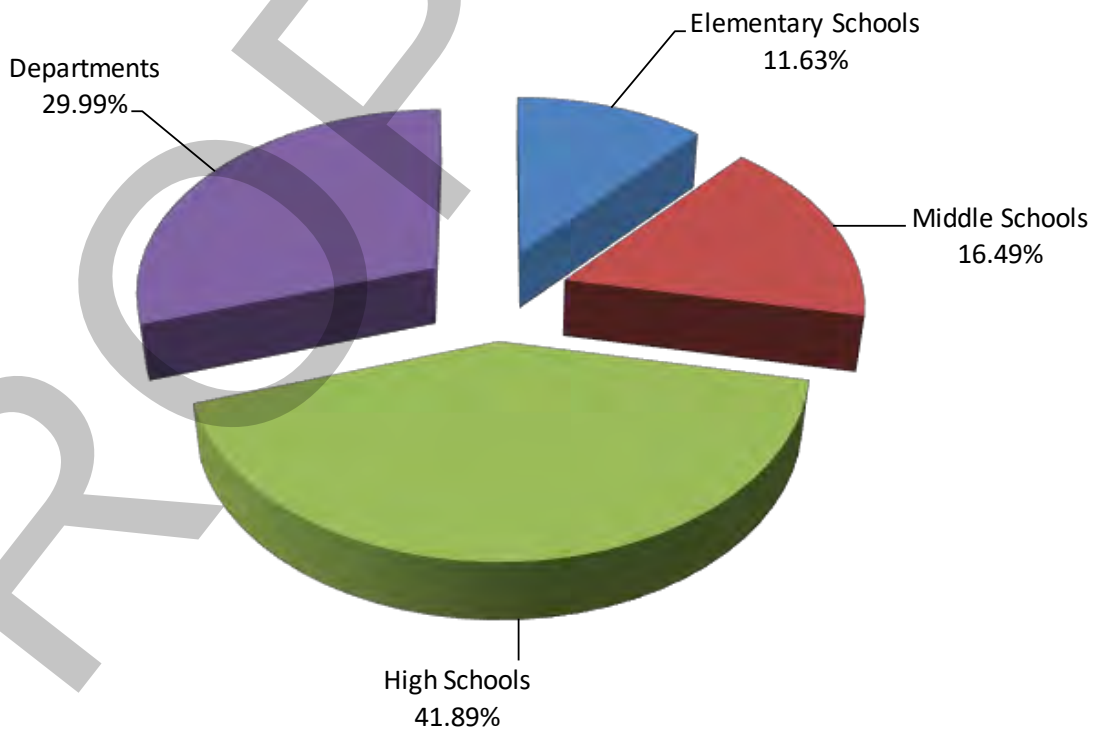
The Student Activities Special Revenue Fund records financial transactions related to school sponsored pupil intrascholastic and interscholastic athletic and other related activities. Although these activities are generally supported by revenues from pupils and gate receipts, they may be supplemented by fundraisers and gifts. Accounting is maintained for each District school and department, and separate activities within each location.

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
STUDENT ACTIVITIES SPECIAL REVENUE FUND
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
Investment Income	$ 65,914	$ 57,000	$ 100,000	$ 127,000	$ 140,000
Athletic activities	2,745,578	2,638,000	2,800,000	2,799,000	2,772,000
Pupil activities	3,945,960	3,846,000	4,000,000	3,661,000	3,803,000
PTO/Gift activities	639,515	797,000	640,000	925,000	782,000
Total revenues	**7,396,967**	**7,338,000**	**7,540,000**	**7,512,000**	**7,497,000**
Expenditures					
Athletic activities	2,577,931	4,542,275	2,600,000	3,084,000	3,084,000
Pupil activities	3,702,121	6,603,189	3,800,000	3,289,000	3,703,000
PTO/Gift activities	764,221	1,475,651	800,000	785,000	785,000
Total expenditures	**7,044,273**	**12,621,115**	**7,200,000**	**7,158,000**	**7,572,000**
Excess of revenues over expenditures	**352,694**	**(5,283,115)**	**340,000**	**354,000**	**(75,000)**
Other financing sources (uses)					
Transfer from/(to) other funds	54,693	-	-	(5,022)	-
Net change in fund balance	**407,387**	**(5,283,115)**	**340,000**	**348,978**	**(75,000)**
Fund balance, beginning	4,826,683	5,283,115	5,234,070	5,234,070	5,583,048
Fund balance, ending	**$ 5,234,070**	**$ -**	**$ 5,574,070**	**$ 5,583,048**	**$ 5,508,048**

Fund Balance June 30, 2018



PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
Student Activities Special Revenue Fund Balances

Location	6/30/15	6/30/16	6/30/17	6/30/18
Elementary Schools				
Alpine	$ 18,371	$ (12,135)	$ (16,011)	$ 15,540
Black Rock	74,367	53,031	43,451	38,187
Blue Mountain	26,348	(6,162)	18,624	12,678
Burlington	55,253	64,124	70,157	48,344
Centennial	14,902	15,423	16,017	11,978
Central	46,732	38,609	35,675	37,557
Columbine	26,100	25,623	22,785	19,365
Eagle Crest	35,054	30,773	32,259	26,883
Erie	(2,533)	8,553	8,253	13,459
Fall River	56,361	53,832	49,631	52,144
Grand View	-	-	-	-
Hygiene	10,572	14,040	5,097	4,507
Indian Peaks	7,858	10,664	15,047	17,668
Legacy	38,135	20,166	21,613	16,209
Longmont Estates	9,748	6,403	6,852	8,624
Lyons	50,469	44,751	40,476	31,391
Mead	28,857	32,479	34,661	40,102
Mountain View	22,984	23,793	16,545	32,556
Niwot	21,717	22,957	27,601	15,775
Northridge	8,307	10,237	16,319	20,232
Prairie Ridge	45,146	43,239	45,347	47,839
Red Hawk	65,498	46,556	46,777	40,356
Rocky Mountain	15,656	23,754	21,955	21,559
Sanborn	21,588	25,147	32,060	35,853
Elementary Schools Total	**697,490**	**595,857**	**611,191**	**608,805**
Middle and K-8 Schools				
Altona	46,355	78,250	78,977	49,892
Coal Ridge	63,101	75,604	81,576	77,438
Erie	114,722	138,344	161,708	174,563
Longs Peak	23,676	31,269	28,196	21,026
Mead	68,004	83,408	89,737	82,168
Sunset	171,093	174,819	169,085	157,521
Soaring Heights PK8	-	-	-	10,000
Thunder Valley K8	18,522	33,233	38,330	47,592
Timberline PK8	49,864	57,978	69,654	61,681
Trail Ridge	62,101	70,417	77,582	73,173
Westview	51,147	75,072	104,364	107,971
Middle and K-8 Schools Total	**668,585**	**818,394**	**899,209**	**863,024**
High Schools				
CDC	122,741	143,129	126,096	112,690
Erie	201,263	270,067	332,490	383,720
Frederick	131,835	152,371	164,534	208,115
Longmont	309,301	315,767	298,749	310,464
Lyons	127,198	88,725	107,733	80,224
Mead	84,127	137,463	182,713	272,629
Niwot	203,665	214,152	239,660	230,518
Olde Columbine	49,782	56,367	63,338	73,647
Silver Creek	147,358	189,155	189,144	226,139
Skyline	216,031	240,690	271,360	294,252
High Schools Total	**1,593,301**	**1,807,886**	**1,975,817**	**2,192,399**
Departments				
Athletics	464,777	441,209	508,642	602,598
Extracurricular	19,366	20,751	22,293	28,024
Other	465,105	619,971	809,531	939,219
Departments Total	**949,248**	**1,081,931**	**1,340,466**	**1,569,841**
District Total	**$ 3,908,624**	**$ 4,304,068**	**$ 4,826,683**	**$ 5,234,070**

PROPOSED

FUND 27 – COMMUNITY EDUCATION FUND

The Community Education Fund is a Special Revenue Fund and is used to record financial transactions from such activities as driver's education, summer school, community projects, and student alternative make-up programs.

Community Schools - Funds are generated through tuition and fees. Expenditures include salaries, enrichment program services, supplies/materials, and some furniture/equipment purchases. Community Schools includes before/after school child care, wrap-around programs for part-time preschool or kindergarten students, and after-school, summer, or non-school-day enrichment programs. Community Schools primarily serves elementary school age students.

Facility Use - Funds are generated through rental and use fees of district facilities. Expenditures include costs for custodial services, repairs and maintenance, administration, and supplies and materials.

Summer School - Funds are generated through tuition and donations. Expenditures include instructor salaries, clerical support, supplies/materials, tuition assistance and utility/custodial support. This program serves students in both elementary and secondary grades.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
COMMUNITY EDUCATION FUND
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
Investment income	$ 41,587	$ 41,000	$ 80,000	$ 85,000	$ 90,000
Charges for services	6,992,628	7,044,000	7,214,000	7,285,924	7,350,220
Total revenues	**7,034,215**	**7,085,000**	**7,294,000**	**7,370,924**	**7,440,220**
Expenditures					
Instruction	4,789,878	5,350,000	5,150,000	5,268,865	5,337,686
Support services	1,694,665	1,343,000	1,850,000	1,864,131	1,994,620
Capital outlay	65,870	100,000	100,000	72,457	100,000
Total expenditures	**6,550,413**	**6,793,000**	**7,100,000**	**7,205,453**	**7,432,306**
Excess (deficiency) of revenues over (under) expenditures	**483,802**	**292,000**	**194,000**	**165,471**	**7,914**
Other financing sources (uses)					
Transfers in(out)	126,450	-	-	-	-
Net change in fund balance	**610,252**	**292,000**	**194,000**	**165,471**	**7,914**
Fund balance, beginning	2,718,117	2,988,813	3,328,369	3,328,369	3,493,840
Fund balance, ending					
Restricted	3,328,369	3,280,813	3,522,369	3,493,840	3,501,754
Fund balance, ending	**$ 3,328,369**	**$ 3,280,813**	**$ 3,522,369**	**$ 3,493,840**	**$ 3,501,754**

PROPOSED

FUND 29 – FAIR CONTRIBUTIONS FUND

This Special Revenue Fund was first established November 15, 1995 in accordance with the Intergovernmental Agreement Concerning Fair Contributions for Public School Sites between the City of Longmont and the St. Vrain Valley School District in order to collect monies for acquisition, development or expansion of public school sites based on the impacts created by residential subdivisions. Since that date, additional intergovernmental agreements have been set up with the Towns of Mead, Frederick, Firestone, Erie, and Lyons. Additional fair contribution fees for public school sites are collected from Boulder County, Larimer County, and from individual developers in Weld County.

The fee is assessed according to the type of dwelling: single family, duplex/triplex, condo/townhouse, multi-family or mobile home. The fees are collected for use within the senior high school feeder attendance area boundaries, which serve the individual dwelling units.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES FUND
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
Investment income	$ 93,056	$ 95,000	$ 75,000	$ 148,000	$ 160,000
Miscellaneous	1,600,684	1,600,000	2,100,000	2,300,000	2,400,000
Total revenues	**1,693,740**	**1,695,000**	**2,175,000**	**2,448,000**	**2,560,000**
Expenditures					
Purchased services	439,356	500,000	500,000	250,000	500,000
Capital outlay	3,237,405	7,608,737	2,000,000	750,000	1,500,000
Total expenditures	**3,676,761**	**8,108,737**	**2,500,000**	**1,000,000**	**2,000,000**
Excess of revenues over (under) expenditures	**(1,983,021)**	**(6,413,737)**	**(325,000)**	**1,448,000**	**560,000**
Fund balance, beginning	7,361,737	6,413,737	5,378,716	5,378,716	6,826,716
Fund balance, ending					
Committed	5,378,716	-	5,053,716	6,826,716	7,386,716
Fund balance, ending	**$ 5,378,716**	**$ -**	**$ 5,053,716**	**$ 6,826,716**	**$ 7,386,716**

PROPOSED

FUND 31 – BOND REDEMPTION FUND

The Bond Redemption Fund is a debt service fund used to account for property taxes levied and investment income earned, and to provide for payment of general long-term debt principal retirement, semi-annual interest, and related fees.

The District's long-term debt, in the form of general obligation bonds, total $548,690,000 as of June 30, 2019, which includes $60 million of general obligation building bonds issued in October of 2018. In November of 2016, District taxpayers authorized $260 million of general obligation debt in order to address the District's capital needs due to growth. In December of 2016, the District issued $200 million of the $260 million that was authorized, and issued the remaining $60 million in October of 2018. The budgeted amount for the District's debt service and related fees for Fiscal Year 2019-20 is $59,003,839. Property taxes provide nearly all of the revenue for this fund, with investment income contributing less than 2%.

The legal debt limit of 20% of the District's 2018 assessed valuation of $3.44 billion is $688.0 million. This exceeds the net amount of the District's bonds payable as of December 31, 2018 by approximately $139.3 million.

The District's enrollment has increased between 0.67% and 2.92% per year over the past five years and continued annual increases of approximately 2 - 3% are expected for the next several years. District needs for additional school facilities are expected to continue to increase in subsequent years. Additional facility needs increased due to the expansion of the kindergarten program in the 2019-20 school year. The need for the issuance of bonds to provide for these school facilities is carefully considered with the assistance of the Long-Range Facilities Planning Committee. The Board of Education approved a bond issue ballot measure for the November 2016 ballot and $260 million of additional school bonds were authorized by voters. $200 million of the $260 million was issued in December of 2016, and the remaining $60 million was issued in October of 2018.

The property tax levy for principal and interest on bonds was Board-approved at 17.550 mills for 2018, which is approximately 31.1% of the total tax levy of 56.385 mills. The District's debt service payments remain stable until 2023. In 2024, debt service payments are structured to drop by approximately $15 million per year, decreasing modestly until 2031. Principal and interest payments from 2032 forward are structured to increase again until the majority of bonds are paid off in 2034, with a few remaining bonds scheduled through 2036. Maintaining the current scheduled repayment of long-term debt is not expected to have any significant financial impact on current or future operations of the District.

General Obligation Bonds

In April 2006, $43,455,000 general obligation refunding bonds were issued. Interest accrues at 5.25% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2020. The premium of $2,520,719 is being amortized over the life of the bonds. As of June 30, 2019, the outstanding balance is $15,100,000. This issuance was partially refunded in October of 2016.

In February 2009, $104,000,000 general obligation building bonds were issued. Interest accrues at rates ranging from 3.000% to 3.625% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2021. In Fiscal Year 2016, a portion of these bonds was refinanced due to favorable market conditions. The premium of $504,199 that was received upon the issuance of the bonds is being amortized based upon maturity of the bonds. As of June 30, 2019, the outstanding balance is $300,000.

PROPOSED

In May 2010, $8,590,000 general obligation building bonds were issued. Interest accrues at 5.25% and is payable each June 15th and December 15th. Principal is due annually on December 15, 2023 through 2025. The premium of $1,191,756 received upon the issuance of the bonds is being amortized based upon maturity of the bonds. As of June 30, 2019, the outstanding balance is $8,590,000.

In May 2010, $76,410,000 of taxable general obligation building bonds were issued as part of the Direct Pay Build America Bond program. Interest accrues at rates ranging from 5.34% to 5.79% and is payable each June 15th and December 15th. Principal is due annually on December 15, 2026 through 2033. As of June 30, 2019, the outstanding balance is $76,410,000.

In May 2011, $34,355,000 general obligation refunding bonds were issued. Interest accrues at 5.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2019. The premium of $4,011,133 is being amortized over the life of the bonds. As of June 30, 2019, the outstanding balance is $7,440,000.

In June 2011, $31,150,000 general obligation refunding bonds were issued. Interest accrues at 2.75% to 5.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2022. The premium of $4,359,203 is being amortized over the life of the bonds. As of June 30, 2019, the outstanding balance is $25,125,000.

In February 2012, $34,695,000 general obligation refunding bonds were issued. Interest accrues at 2.0% to 4.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2024. The premium of $4,245,413 is being amortized over the life of the bonds. As of June 30, 2019, the outstanding balance is $26,695,000.

In October 2014, $50,355,000 general obligation refunding bonds were issued. Interest accrues at 3.0% to 5.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2026. The premium of $10,821,491 is being amortized over the life of the bonds. As of June 30, 2019, the outstanding balance is $47,025,000.

In February 2016, $115,155,000 general obligation refunding bonds were issued. Interest accrues at 2.5% to 5.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2033. The premium of $12,871,395 is being amortized over the life of the bonds. As of June 30, 2019, the outstanding balance is $97,435,000.

In October 2016, $14,390,000 general obligation refunding Bonds were issued. Interest accrues at 1.75% to 5.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 from 2021 through 2022. The premium of $2,430,004 is being amortized over the life of the bonds. As of June 30, 2019, the outstanding balance is $14,390,000.

In December 2016, $200,000,000 general obligation building bonds were issued. Interest accrues at 3.0% to 5.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 from 2017 through 2036. The premium of $23,640,238 is being amortized over the life of the bonds. As of June 30, 2019, the outstanding balance is $187,225,000.

PROPOSED

In October 2018, $60,340,000 general obligation building bonds were issued. Interest accrues at 5.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 from 2018 through 2022. The premium of $3,415,401 is being amortized over the life of the bonds. As of June 30, 2019, the outstanding balance is $42,955,000.

Additional information relative to the principal and interest of the general obligation bonds through Fiscal Year 2037 is presented below.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
BOND REDEMPTION FUND
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
Property taxes	$ 56,873,293	$ 56,953,000	$ 59,467,000	$ 59,467,000	$ 62,440,000
Investment income	493,250	475,000	500,000	875,000	950,000
Total revenues	**57,366,543**	**57,428,000**	**59,967,000**	**60,342,000**	**63,390,000**
Expenditures					
Debt principal	24,485,000	25,345,000	42,730,000	42,730,000	33,775,000
Interest	25,494,214	24,421,264	26,106,920	26,106,920	25,208,839
Fiscal charges	9,867	15,000	20,000	19,000	20,000
Total expenditures	**49,989,081**	**49,781,264**	**68,856,920**	**68,855,920**	**59,003,839**
Excess of revenues over (under) expenditures	**7,377,462**	**7,646,736**	**(8,889,920)**	**(8,513,920)**	**4,386,161**
Other financing sources (uses)					
Proceeds of bonds	-	-	-	-	-
Premium received on issuance of bonds	-	-	-	-	-
Payment to bond escrow agent	-	-	-	-	-
Total other financing sources (uses)	**-**	**-**	**-**	**-**	**-**
Excess of revenues and other sources over (under) expenditures and other uses	**7,377,462**	**7,646,736**	**(8,889,920)**	**(8,513,920)**	**4,386,161**
Fund balance, beginning	55,195,386	61,479,172	62,572,848	62,572,848	54,058,928
Fund balance, ending	**$ 62,572,848**	**$ 69,125,908**	**$ 53,682,928**	**$ 54,058,928**	**$ 58,445,089**

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

BOND REDEMPTION FUND

GENERAL OBLIGATION BONDS

AS OF JUNE 30, 2019

	Principal	Interest	Total
General Obligation Bonds			
Refunding 1997 in 2006	$ 15,100,000	$ 803,250	$ 15,903,250
Building 2009	300,000	15,438	315,438
Building 2010A	8,590,000	2,495,325	11,085,325
Building 2010B	76,410,000	50,406,552	126,816,552
Refunding 2003 in 2011	7,440,000	186,000	7,626,000
Refunding 2003 in 2011B	25,125,000	3,082,325	28,207,325
Refunding 2004 in 2012	26,695,000	3,601,050	30,296,050
Refunding 2006 in 2014	47,025,000	14,337,250	61,362,250
Refunding 2009 in 2016A	97,435,000	43,428,950	140,863,950
Refunding 2006 in 2016B	14,390,000	1,871,344	16,261,344
Building 2016C	187,225,000	102,985,875	290,210,875
Building 2018	42,955,000	4,438,375	47,393,375
Total G.O. Bonds	**$ 548,690,000**	**$ 227,651,734**	**$ 776,341,734**

DETAIL OF ANNUAL PAYMENTS - ALL BONDS

Fiscal Year	Principal	Interest	Total Principal/Interest
2019-20	33,775,000	25,208,839	58,983,839
2020-21	36,585,000	23,559,439	60,144,439
2021-22	36,185,000	21,932,820	58,117,820
2022-23	36,795,000	20,284,189	57,079,189
2023-24	23,050,000	18,900,695	41,950,695
2024-25	24,560,000	17,823,958	42,383,958
2025-26	25,910,000	16,616,139	42,526,139
2026-27	27,510,000	15,272,742	42,782,742
2027-28	28,190,000	13,853,223	42,043,223
2028-29	29,270,000	12,367,637	41,637,637
2029-30	30,185,000	10,877,601	41,062,601
2030-31	31,530,000	9,381,106	40,911,106
2031-32	39,680,000	7,654,560	47,334,560
2032-33	43,875,000	5,629,415	49,504,415
2033-34	39,815,000	3,725,221	43,540,221
2034-35	20,345,000	2,478,400	22,823,400
2035-36	20,430,000	1,560,750	21,990,750
2036-37	21,000,000	525,000	21,525,000
Total	**$ 548,690,000**	**$ 227,651,734**	**$ 776,341,734**

PROPOSED

FUND 41 – BUILDING FUND

The Building Fund is a Capital Project Fund used to budget and account for the proceeds of bond sales and expenditures for capital outlay for land, buildings, improvements of grounds, construction of buildings, additions or remodeling of buildings, or the initial purchase and replacement of certain equipment.

In December 2016, the District issued $200 million in bonds and received an additional $23.6 million in bond premium. This resulted in a total of $223.6 million in proceeds from the initial sale of bonds that were authorized by voters in November 2016. Many projects are funded by these bonds, including the recently-opened Grand View Elementary, Soaring Heights PK-8, and the St. Vrain Innovation Center.

An additional $60 million bond issuance took place in October of 2018, generating an additional $3.4 million in premium. This provided the balance of the funds necessary for all of the planned projects as described in the November 2016 ballot information.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
BUILDING FUND
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
Investment income	$ 2,454,786	$ 2,400,000	$ 2,400,000	$ 3,100,000	$ 2,800,000
Miscellaneous	46,750	-	5,000	18,600	5,000
Total revenues	**2,501,536**	**2,400,000**	**2,405,000**	**3,118,600**	**2,805,000**
Expenditures					
Salaries	474,983	610,000	550,000	461,000	635,600
Benefits	141,592	185,000	175,000	153,000	192,000
Purchased services	11,279,741	8,000,000	12,000,000	12,000,000	10,000,000
Supplies and materials	235,972	-	-	-	-
Capital outlay	92,043,910	70,490,247	125,000,000	60,000,000	60,000,000
Other	5,270	5,000	6,000	5,000	5,000
Total expenditures	**104,181,468**	**79,290,247**	**137,731,000**	**72,619,000**	**70,832,600**
Excess of revenues over (under) expenditures	**(101,679,932)**	**(76,890,247)**	**(135,326,000)**	**(69,500,400)**	**(68,027,600)**
Other financing sources (uses)					
Proceeds of bonds	-	-	60,340,000	60,340,000	-
Premium received on issuance	-	-	3,415,401	3,415,401	-
Bond issuance costs	-	-	450,518	-	-
Total other financing sources	**-**	**-**	**64,205,919**	**63,755,401**	**-**
Net change in fund balance	**(101,679,932)**	**(76,890,247)**	**(71,120,081)**	**(5,744,999)**	**(68,027,600)**
Fund balance, beginning	203,121,247	76,890,247	101,441,315	101,441,315	95,696,316
Fund balance, ending	**$ 101,441,315**	**$ -**	**$ 30,321,234**	**$ 95,696,316**	**$ 27,668,716**

PROPOSED

FUND 43 – CAPITAL RESERVE FUND

The Capital Reserve Capital Projects Fund is used to account for revenue allocations from the General Fund and other revenues allocated to or earned in this fund, and the expenditures for the ongoing capital needs of the District, such as acquisition of land, building additions and improvements, and major equipment purchases.

Schools and departments submit project and equipment funding requests. Requests are evaluated and recommended by the Capital Reserve Committee and submitted to the Board of Education for final approval.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CAPITAL RESERVE CAPITAL PROJECTS FUND
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
Equalization	$ 8,727,635	$ 6,008,177	$ 9,910,361	$ 9,910,361	$ 7,175,029
Investment income	100,809	100,000	165,000	200,000	210,000
Miscellaneous	102,858	75,000	75,000	40,000	75,000
Total revenues	**8,931,302**	**6,183,177**	**10,150,361**	**10,150,361**	**7,460,029**
Expenditures					
Capital expenditures	7,759,576	9,500,000	9,960,000	8,000,000	9,288,000
Total expenditures	**7,759,576**	**9,500,000**	**9,960,000**	**8,000,000**	**9,288,000**
Excess of revenues over (under) expenditures	**1,171,726**	**(3,316,823)**	**190,361**	**2,150,361**	**(1,827,971)**
Fund balance, beginning	6,542,463	7,438,098	7,714,189	7,714,189	9,864,550
Fund balance, ending					
Nonspendable - deposits, prepaids	280	280	-	-	-
Committed	7,713,909	4,120,995	7,904,550	9,864,550	8,036,579
Fund balance, ending	**$ 7,714,189**	**$ 4,121,275**	**$ 7,904,550**	**$ 9,864,550**	**$ 8,036,579**

PROPOSED

Cap Reserve FY 2020 Summary

		GF Funded 2020 CAP Reserve ESTIMATED COSTS		
Fund Accounts	**Fund Manager**	**Percent of Total**	**2020 Proposed CAP Summary**	**2020 CAP Funding Source**
Arts/Athletics	Chase McBride	**2.008%**	**$ 186,500**	**2020 General Fund**
Custodial	John Goddard	**0.732%**	**$ 68,000**	**2020 General Fund**
Furniture- FFE Districtwide	John Goddard	**3.876%**	**$ 360,000**	**2020 General Fund**
Maintenance Districtwide	Rick Ruffino	**70.613%**	**$ 6,558,500**	**2020 General Fund**
Regulatory Compliance	Brian Lamer	**3.768%**	**$ 350,000**	**2020 General Fund**
Support Services-Growth	Brian Lamer	**1.507%**	**$ 140,000**	**2020 General Fund**
Transportation	Lance Yoxismer	**13.189%**	**$ 1,225,000**	**2020 General Fund**
Technology	Michelle Bourgeois	**4.307%**	**$ 400,000**	**2020 General Fund**
TOTAL		100%	**$ 9,288,000**	**2020 General Fund**

PROPOSED

FUND 65 – SELF INSURANCE FUND

The Self Insurance Fund is an internal service fund used to account for the District's self-funded insurance plan. Revenues for the fund include employee and District contributions towards health and dental claims, and rebates or incentives from healthcare provider contracts. Expenditures include salary, benefits, purchased services, supplies, and equipment related to managing the self-insurance health and dental plans and complying with the Health Insurance Portability and Accountability Act (HIPAA).

Initial funding for the fund was in the form of transfers from the General Fund that were attributable to the United, Cigna and MetLife plan histories, and the results of successful negotiations by the District Administration on behalf of the District's employees.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
SELF INSURANCE FUND
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20
Revenues					
Investment income	$ 81,848	$ 85,000	$ 100,000	$ 120,000	$ 120,000
Charges for services	17,926,808	19,728,000	21,075,000	21,181,000	22,875,480
Miscellaneous	94,991	1,500	50,000	10,000	10,000
Total revenues	**18,103,647**	**19,814,500**	**21,225,000**	**21,311,000**	**23,005,480**
Expenditures					
Salaries	178,429	186,000	190,000	190,000	205,200
Benefits	51,960	53,000	55,000	56,000	60,480
Purchased services	2,180,447	2,644,000	2,669,000	2,716,000	3,052,480
Supplies and materials	-	5,000	5,000	5,000	5,400
Other	476,198	739,000	875,000	715,000	730,000
Claims paid	15,424,833	16,632,000	16,632,000	15,910,000	18,068,400
Total expenditures	**18,311,867**	**20,259,000**	**20,426,000**	**19,592,000**	**22,121,960**
Excess of revenues over (under) expenditures	**(208,220)**	**(444,500)**	**799,000**	**1,719,000**	**883,520**
Net assets, beginning	4,655,510	3,990,450	4,447,290	4,447,290	6,166,290
Net assets, ending	**$ 4,447,290**	**$ 3,545,950**	**$ 5,246,290**	**$ 6,166,290**	**$ 7,049,810**

PROPOSED

FUND 72 – STUDENT SCHOLARSHIP FUND

The Student Scholarship Fund is a trust fund that was used to account for assets held by a governmental unit in a trustee capacity and is used to record scholarship award monies, according to the individual trust guidelines.

There is no budget or appropriation for the Student Scholarship Fund for the 2019-20 fiscal year, as the fund was closed in FY19. Fund resources were transferred to the Education Foundation for the St. Vrain Valley, which will administer SVVSD student scholarship assets going forward. The table below is presented for historical information only.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
STUDENT SCHOLARSHIP FUND
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19	Amended Budget 6/30/19	Projected Actual 6/30/19	Adopted Budget 6/30/20 *
Additions					
Investment income	$ 2,144	$ 2,000	$ 2,750	$ 3,161	$ -
Contributions	38,334	37,000	40,000	32,000	-
Total additions	**40,478**	**39,000**	**42,750**	**35,161**	**-**
Deductions					
Scholarships and Transfers	32,740	39,000	42,750	266,411	-
Total deductions	**32,740**	**39,000**	**42,750**	**266,411**	**-**
Change in undistributed monies	**7,738**	**-**	**-**	**(231,250)**	**-**
Net assets, beginning	223,512	225,512	231,250	231,250	-
Net assets, ending	**$ 231,250**	**$ 225,512**	**$ 231,250**	**$ -**	**$ -**

** Fund closed in FY19, no budget or appropriation for FY20 and future years*

PROPOSED

FUND 74 – STUDENT ACTIVITIES AGENCY FUND

The Student Activities Agency Fund was used to record pupil organizations and activities that are self-supporting and do not receive direct or indirect District support. Accounting was maintained for each District school and department, and separate activities within each location. This fund included the District's Option 1 PTO organizations. Option 1 organizations were not separate 501(c)3 charitable organizations. Revenues were provided from fundraisers, gifts, vending machine proceeds, retail and grocery store certificates, and miscellaneous sources.

There is no budget or appropriation for the Student Activities Agency Fund for the 2019-20 fiscal year, as the fund was closed in FY18. Fund resources were transferred to the Community Education fund and the Student Activities Special Revenue fund. There are no longer any option 1 PTO organizations. The table below is presented for historical information only.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
STUDENT ACTIVITIES AGENCY FUND
FISCAL YEARS ENDED 2018 - 2020

	Actual 6/30/18	Adopted Budget 6/30/19 *	Amended Budget 6/30/19 *	Projected Actual 6/30/19 *	Adopted Budget 6/30/20 *
Additions					
Elementary Schools	$ 59,307	$ -	$ -	$ -	$ -
Middle Schools	18,765	-	-	-	-
High Schools	30,840	-	-	-	-
Other Revenue	45,114	-	-	-	-
Total additions	**154,026**	**-**	**-**	**-**	**-**
Deductions					
Elementary Schools	77,596	-	-	-	-
Middle Schools	16,551	-	-	-	-
High Schools	51,561	-	-	-	-
Other Expenditures	59,065	-	-	-	-
Resources to special revenue funds	149,951	-		-	-
Total deductions	**354,724**	**-**	**-**	**-**	**-**
Change in undistributed monies	**(200,698)**	**-**	**-**	**-**	**-**
Undistributed monies, beginning	200,698	-	-	-	-
Undistributed monies, ending	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

** Fund closed in FY18, no budget or appropriation for FY19 and future years*

PROPOSED

SUMMARY BUDGET REPORTS

The following pages contain consolidated budgetary information to provide a district-wide, comprehensive summary of the individual fund budgets.

Consolidated Budget Summary

The first page of the Consolidated Budget Summary shows all funds available compared to total appropriations, indicating total non-appropriated fund balances, summarized by operating funds and other funds. Subsequent pages show the detail for each fund in a side-by-side, comparison format.

Operating funds include the General Fund, Capital Reserve Fund, Colorado Preschool Program Fund, Community Education Fund, Fair Contributions Fund, Designated Grant Fund, Nutrition Services Fund, Risk Management Fund, Self-Insurance Fund, Student Activities Special Revenue Fund, and Student Activities Agency Fund. The Student Activities Agency Fund closed in FY18, and the Student Scholarship Fund closed in FY19; there are no budgets or appropriations for these funds in FY20.

Other funds include the Bond Redemption Fund and Building Fund.

Expenditures by Program and Object

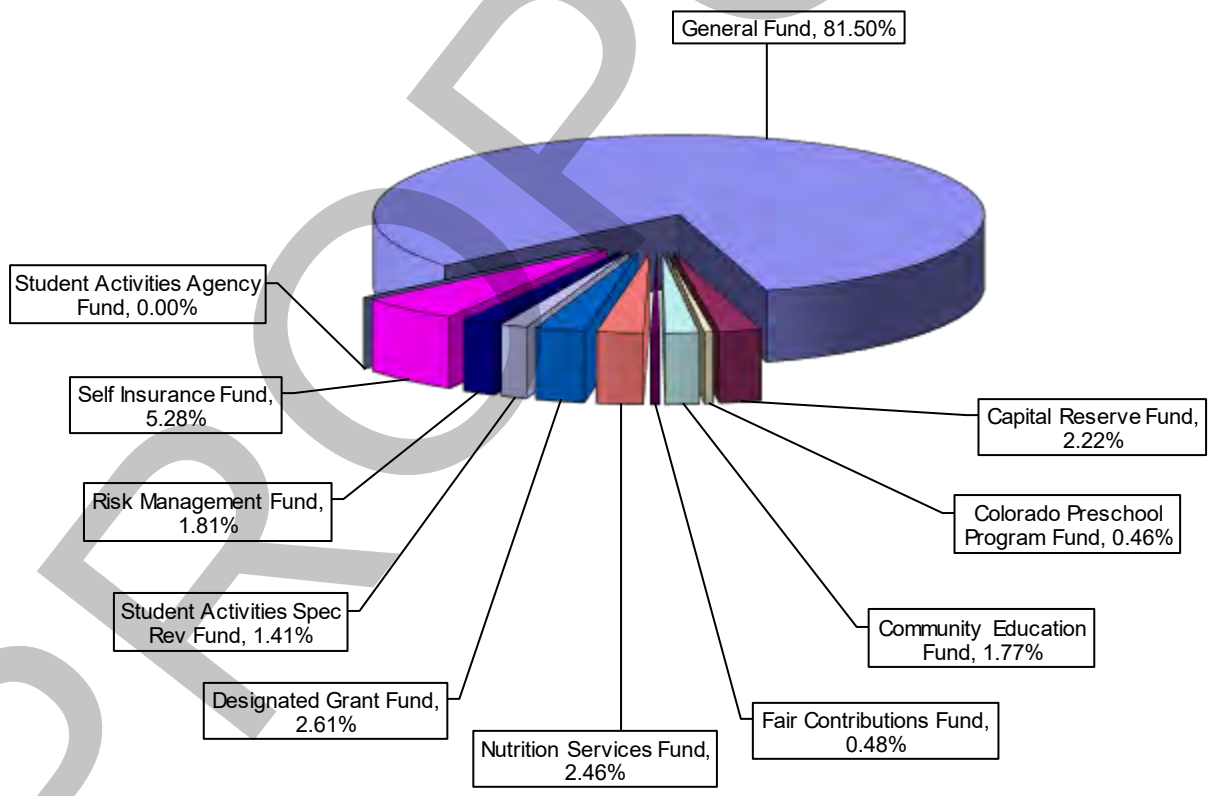
This schedule presents the budget of each fund, organized by program and object, according to the state-mandated "Uniform Budget Summary" format as required under C.R.S. 22-44-105(1)(d.5).

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONSOLIDATED ADOPTED BUDGET SUMMARY
FISCAL YEAR ENDING JUNE 30, 2020

	Net Operating Funds Total	Net Other Funds Total	District Total
Beginning Fund Balance	$ 160,902,476	$ 149,755,244	$ 310,657,720
Revenues	403,595,686	66,195,000	469,790,686
Other Sources	-	-	-
Total Funds Available	**$ 564,498,162**	**$ 215,950,244**	**$ 780,448,406**
Expenditures	$ 419,091,761	$ 129,836,439	$ 548,928,200
TABOR Reserves	10,623,000	-	10,623,000
Other Appropriated Reserves	134,783,401	86,113,805	220,897,206
Total Appropriations	**564,498,162**	**215,950,244**	**780,448,406**

Consolidated Operating Funds Expenditures



PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONSOLIDATED ADOPTED BUDGET SUMMARY
OPERATING FUNDS
FISCAL YEAR ENDING JUNE 30, 2020

	General Fund	Capital Reserve Fund	Colorado Preschool Program Fund	Community Education Fund	Fair Contributions Fund
Revenues					
State Formula					
Local Property Tax	$ 94,307,685	$ -	$ -	$ -	$ -
State Equalization	147,508,214	7,175,029	1,775,171	-	-
Specific Ownership Tax	5,345,283	-	-	-	-
Local Sources					
Other Specific Ownership Tax	6,310,404	-	-	-	-
Mill Levy Override	48,351,489	-	-	-	-
Investment Income	2,200,000	210,000	19,000	90,000	160,000
Charges for Services	4,324,935	-	-	7,350,220	-
Other	3,730,115	75,000	-	-	2,400,000
State Sources					
Special Education	7,246,548	-	-	-	-
Vocational Education	1,303,749	-	-	-	-
Transportation	2,047,297	-	-	-	-
Other	3,518,688	-	-	-	-
Federal Sources					
Special Education	-	-	-	-	-
Other	2,986,009	-	-	-	-
Total Revenues	**329,180,416**	**7,460,029**	**1,794,171**	**7,440,220**	**2,560,000**
Other Sources	-	-	-	-	-
Total Revenues and Other Sources	**329,180,416**	**7,460,029**	**1,794,171**	**7,440,220**	**2,560,000**
Direct Instruction	181,129,033	-	1,280,725	5,337,685	-
Instructional Support Services	36,229,063	-	637,857	1,994,620	-
School Management	23,909,651	-	-	-	-
Instruction Services Subtotal	**241,267,747**	**-**	**1,918,582**	**7,332,306**	**-**
District Wide Support Services					
General Administration	3,148,071	-	-	-	-
Fiscal Services	5,033,948	-	-	-	-
Operations/Maintenance/Custodial	27,416,428	-	-	-	-
Pupil Transportation	11,238,404	-	-	-	-
Central Services	17,678,861	-	-	-	-
Nutrition Services	-	-	-	-	-
Capital Outlay	-	9,288,000	-	100,000	1,500,000
Other Support Services	-	-	-	-	500,000
District Wide Support Services Subtotal	**64,515,712**	**9,288,000**	**-**	**100,000**	**2,000,000**
Community Services	5,276,553	-	-	-	-
Other Operating Expenditures	-	-	-	-	-
Charter Schools	30,570,099	-	-	-	-
District Wide Subtotal	**35,846,652**	**-**	**-**	**-**	**-**
Total Budgeted Expenditures	**341,630,111**	**9,288,000**	**1,918,582**	**7,432,306**	**2,000,000**
Transfers (in) out	-	-	-	-	-
Total Expenditures and Transfers	**341,630,111**	**9,288,000**	**1,918,582**	**7,432,306**	**2,000,000**
Net Change in Fund Balance	**(12,449,695)**	**(1,827,971)**	**(124,411)**	**7,914**	**560,000**
Beginning Fund Balance	119,562,559	9,864,550	827,504	3,493,840	6,826,716
Ending Fund Balance	**107,112,864**	**8,036,579**	**703,093**	**3,501,754**	**7,386,716**
Assigned	74,346,250	-	-	-	-
Committed	9,500,000	8,036,579	-	-	-
Nonspendable	600,000	-	-	-	-
Restricted for TABOR	10,623,000	-	-	-	-
Restricted	3,177,133	-	703,093	3,501,754	-
Committed for Contingencies	7,082,000	-	-	-	-
Assigned / Unassigned Fund Balance	**$ 1,784,481**	**$ -**	**$ -**	**$ -**	**$ 7,386,716**

Funded Pupil Count	30,274.0	31,174.0	900.0		31,174.0
Budgeted Expenditures per Funded Pupil	**$ 11,285**	**$ 298**	**$ 2,132**		**$ 64**

PROPOSED

Designated Grant Fund	Nutrition Services Fund	Risk Management Fund	Self Insurance Fund	Student Activities Spec Rev Fd	Student Activities Agency Fund	Net Operating Funds Total
$ -	$ -	$ -	$ -	$ -	$ -	$ 94,307,685
-	-	3,739,370	-	-	-	160,197,784
-	-	-	-	-	-	5,345,283
-	-	-	-	-	-	6,310,404
-	-	-	-	-	-	48,351,489
-	25,000	125,000	120,000	140,000	-	3,089,000
-	4,100,000	-	22,875,480	-	-	38,650,635
-	95,000	25,000	10,000	7,357,000	-	13,692,115
-	-	-	-	-	-	7,246,548
-	-	-	-	-	-	1,303,749
-	-	-	-	-	-	2,047,297
982,000	190,000	-	-	-	-	4,690,688
3,607,026	-	-	-	-	-	3,607,026
5,713,974	6,056,000	-	-	-	-	14,755,983
10,303,000	**10,466,000**	**3,889,370**	**23,005,480**	**7,497,000**	**-**	**403,595,686**
-	-	-	-	-	-	-
10,303,000	**10,466,000**	**3,889,370**	**23,005,480**	**7,497,000**	**-**	**403,595,686**
9,248,103	-	-	-	-	-	196,995,547
1,054,897	-	-	-	-	-	39,916,437
-	-	-	-	-	-	23,909,651
10,303,000	**-**	**-**	**-**	**-**	**-**	**260,821,635**
-	-	-	-	-	-	3,148,071
-	-	-	-	-	-	5,033,948
-	-	-	-	-	-	27,416,428
-	-	-	-	-	-	11,238,404
-	-	5,889,370	22,121,960	-	-	45,690,191
-	10,936,432	-	-	-	-	10,936,432
-	-	-	-	-	-	10,888,000
-	-	-	-	-	-	500,000
-	**10,936,432**	**5,889,370**	**22,121,960**	**-**	**-**	**114,851,474**
-	-	-	-	-	-	5,276,553
-	-	-	-	7,572,000	-	7,572,000
-	-	-	-	-	-	30,570,099
-	**-**	**-**	**-**	**7,572,000**	**-**	**43,418,652**
10,303,000	**10,936,432**	**5,889,370**	**22,121,960**	**7,572,000**	**-**	**419,091,761**
-	-	-	-	-	-	-
10,303,000	**10,936,432**	**5,889,370**	**22,121,960**	**7,572,000**	**-**	**419,091,761**
-	**(470,432)**	**(2,000,000)**	**883,520**	**(75,000)**	**-**	**(15,496,075)**
-	1,951,727	6,626,242	6,166,290	5,583,048	-	160,902,476
-	**1,481,295**	**4,626,242**	**7,049,810**	**5,508,048**	**-**	**145,406,401**
-	-	-	-	-	-	74,346,250
-	-	4,626,242	7,049,810	-	-	29,212,631
-	-	-	-	-	-	600,000
-	-	-	-	-	-	10,623,000
-	1,481,295	-	-	5,508,048	-	14,371,323
-	-	-	-	-	-	7,082,000
$ -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 9,171,197**

31,174.0	31,174.0	31,174.0		31,174.0	31,174.0	
$ 330	**$ 351**	**$ 189**		**$ 243**	**$ -**	

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

CONSOLIDATED ADOPTED BUDGET SUMMARY

OTHER FUNDS

FISCAL YEAR ENDING JUNE 30, 2020

Description	Bond Redemption Fund	Building Fund	Student Scholarship Fund	Net Total Other Funds
Revenues				
Local Sources				
Property Tax	$ 62,440,000	$ -	$ -	$ 62,440,000
Investment Income	950,000	2,805,000	-	3,755,000
Fund Raising and Contributions	-	-	-	-
Proceeds From Borrowing	-	-	-	-
Total Revenues	**63,390,000**	**2,805,000**	**-**	**66,195,000**
Expenditures				
Debt Services	59,003,839	-	-	59,003,839
Capital Construction	-	70,832,600	-	70,832,600
Student Scholarships	-	-	-	-
Total Budgeted Expenditures	**59,003,839**	**70,832,600**	**-**	**129,836,439**
Net Change in Fund Balances	**4,386,161**	**(68,027,600)**	**-**	**(63,641,439)**
Beginning Fund Balances	54,058,928	95,696,316	-	149,755,244
Ending Fund Balances	**$ 58,445,089**	**$ 27,668,716**	**$ -**	**$ 86,113,805**

Estimated Funded Pupil Count	31,174.0	31,174.0		
Budgeted Expenditures per Funded Pupil	**$ 1,893**	**$ 2,272**		

PROPOSED

(PAGE INTENTIONALLY LEFT BLANK)

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONSOLIDATED ADOPTED BUDGET SUMMARY
EXPENDITURES BY PROGRAM AND OBJECT
FISCAL YEAR ENDING JUNE 30, 2020

Description	Fund # / Fund Name	10 General Fund	18 Risk Management	19 Colorado Preschool Program	21 Nutrition Services	22 Designated Grants	23 Student Activities Spec Rev Fund
BEGINNING FUND BALANCE (Includes ALL Reserves)	Object/ Source	119,562,559	6,626,242	827,504	1,951,727	-	5,583,048
REVENUES							
Local Sources	1000 - 1999	164,517,271	150,000	19,000	4,220,000	-	7,497,000
Intermediate Sources	2000 - 2999	52,640	-	-	-	-	-
State Sources	3000 - 3999	174,314,066	-	-	190,000	982,000	-
Federal Sources	4000 - 4999	2,986,009	-	-	6,056,000	9,321,000	-
TOTAL REVENUES		**341,869,986**	**150,000**	**19,000**	**10,466,000**	**10,303,000**	**7,497,000**
TOTAL BEGINNING FUND BALANCE & REVENUES		**461,432,545**	**6,776,242**	**846,504**	**12,417,727**	**10,303,000**	**13,080,048**
TOTAL ALLOCATIONS (TO)/FROM OTHER FUNDS	5600,5700,5800	(12,689,570)	3,739,370	1,775,171	-	-	-
TRANSFERS (TO)/FROM OTHER FUNDS	5200 - 5300	-	-	-	-	-	-
TRANSFERS TO CHARTER SCHOOLS	5200,5700	(30,570,099)	-	-	-	-	-
Other Sources	5100,5400, 5500,5900, 5990, 5991	-	-	-	-	-	-
AVAILABLE BEGINNING FUND BALANCE & REVENUES (Plus or Minus (if Revenue) Allocations and Transfers)		**418,172,876**	**10,515,612**	**2,621,675**	**12,417,727**	**10,303,000**	**13,080,048**
EXPENDITURES							
Instruction - Program 0010 to 2099							
Salaries	0100	125,291,005	-	-	-	3,295,306	-
Employee Benefits	0200	41,940,036	-	-	-	1,047,500	-
Purchased Services	0300,0400,0500	4,043,633	-	1,280,725	-	25,576	-
Supplies and Materials	0600	9,270,808	-	-	-	413,434	7,572,000
Property	0700	354,495	-	-	-	24,330	-
Other	0800,0900	229,056	-	-	-	34,885	-
Total Instruction		**181,129,033**	**-**	**1,280,725**	**-**	**4,841,031**	**7,572,000**
Supporting Services							
Students - Program 2100							
Salaries	0100	15,327,863	-	-	-	1,270,028	-
Employee Benefits	0200	5,379,705	-	-	-	450,974	-
Purchased Services	0300,0400,0500	1,530,150	-	-	-	72,711	-
Supplies and Materials	0600	163,076	-	-	-	158,672	-
Property	0700	-	-	-	-	126	-
Other	0800,0900	37,000	-	-	-	3,364	-
Total Students		**22,437,794**	**-**	**-**	**-**	**1,955,875**	**-**
Instructional Staff - Program 2200							
Salaries	0100	8,638,564	-	209,465	-	1,452,547	-
Employee Benefits	0200	2,642,155	-	64,732	-	435,070	-
Purchased Services	0300,0400,0500	978,195	-	-	-	205,346	-
Supplies and Materials	0600	1,164,289	-	87,450	-	107,468	-
Property	0700	-	-	250,000	-	142	-
Other	0800,0900	368,066	-	26,210	-	5,983	-
Total Instructional Staff		**13,791,269**	**-**	**637,857**	**-**	**2,206,556**	**-**
General Administration - Program 2300							
Salaries	0100	1,189,706	-	-	-	-	-
Employee Benefits	0200	343,362	-	-	-	-	-
Purchased Services	0300,0400,0500	1,201,354	-	-	-	-	-
Supplies and Materials	0600	347,849	-	-	-	-	-
Property	0700	-	-	-	-	-	-
Other	0800,0900	65,800	-	-	-	-	-
Total General Administration		**3,148,071**	**-**	**-**	**-**	**-**	**-**
School Administration - Program 2400							
Salaries	0100	17,025,502	-	-	-	103,413	-
Employee Benefits	0200	5,650,728	-	-	-	30,796	-
Purchased Services	0300,0400,0500	14,650	-	-	-	16,162	-
Supplies and Materials	0600	1,186,031	-	-	-	13,582	-
Property	0700	-	-	-	-	504	-
Other	0800,0900	32,740	-	-	-	1,169	-
Total School Administration		**23,909,651**	**-**	**-**	**-**	**165,626**	**-**
Business Services - Program 2500							
Salaries	0100	2,712,554	-	-	-	-	-
Employee Benefits	0200	845,294	-	-	-	-	-
Purchased Services	0300,0400,0500	864,400	-	-	-	34,239	-
Supplies and Materials	0600	83,660	-	-	-	109,591	-
Property	0700	-	-	-	-	6,898	-
Other	0800,0900	528,040	-	-	-	-	-
Total Business Services		**5,033,948**	**-**	**-**	**-**	**150,728**	**-**

PROPOSED

27	29	31	41	43	65	72	74	
Community Education	Fair Contributions	Bond Redemption	Building Fund	Capital Reserve	Self Insurance	Student Scholarship	Student Activities Agency Fund	TOTAL
3,493,840	6,826,716	54,058,928	95,696,316	9,864,550	6,166,290	-	-	310,657,720
7,440,220	2,560,000	63,390,000	2,805,000	285,000	23,005,480	-	-	275,888,971
-	-	-	-	-	-	-	-	52,640
-	-	-	-	-	-	-	-	175,486,066
-	-	-	-	-	-	-	-	18,363,009
7,440,220	**2,560,000**	**63,390,000**	**2,805,000**	**285,000**	**23,005,480**	**-**	**-**	**469,790,686**
10,934,060	**9,386,716**	**117,448,928**	**98,501,316**	**10,149,550**	**29,171,770**	**-**	**-**	**780,448,406**
-	-	-	-	7,175,029	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	(30,570,099)
-	-	-	-	-	-	-	-	-
10,934,060	**9,386,716**	**117,448,928**	**98,501,316**	**17,324,579**	**29,171,770**	**-**	**-**	**749,878,307**
4,343,811	-	-	-	-	-	-	-	132,930,122
1,193,926	-	-	-	-	-	-	-	44,181,462
761,142	-	-	-	-	-	-	-	6,111,076
648,469	-	-	-	-	-	-	-	17,904,711
142,477	-	-	-	-	-	-	-	521,302
342,481	-	-	-	-	-	-	-	606,422
7,432,306	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**202,255,095**
-	-	-	-	-	-	-	-	16,597,891
-	-	-	-	-	-	-	-	5,830,679
-	-	-	-	-	-	-	-	1,602,861
-	-	-	-	-	-	-	-	321,748
-	-	-	-	-	-	-	-	126
-	-	-	-	-	-	-	-	40,364
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**24,393,669**
-	-	-	-	-	-	-	-	10,300,576
-	-	-	-	-	-	-	-	3,141,957
-	-	-	-	-	-	-	-	1,183,541
-	-	-	-	-	-	-	-	1,359,207
-	-	-	-	-	-	-	-	250,142
-	-	-	-	-	-	-	-	400,259
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**16,635,682**
-	-	-	-	-	-	-	-	1,189,706
-	-	-	-	-	-	-	-	343,362
-	-	-	-	-	-	-	-	1,201,354
-	-	-	-	-	-	-	-	347,849
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	65,800
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**3,148,071**
-	-	-	-	-	-	-	-	17,128,915
-	-	-	-	-	-	-	-	5,681,524
-	-	-	-	-	-	-	-	30,812
-	-	-	-	-	-	-	-	1,199,613
-	-	-	-	-	-	-	-	504
-	-	-	-	-	-	-	-	33,909
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**24,075,277**
-	-	-	-	-	-	-	-	2,712,554
-	-	-	-	-	-	-	-	845,294
-	-	-	-	-	-	-	-	898,639
-	-	-	-	-	-	-	-	193,251
-	-	-	-	-	-	-	-	6,898
-	-	-	-	-	-	-	-	528,040
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**5,184,676**

PROPOSED

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONSOLIDATED ADOPTED BUDGET SUMMARY
EXPENDITURES BY PROGRAM AND OBJECT
FISCAL YEAR ENDING JUNE 30, 2020

Description	Fund # / Fund Name	10 General Fund	18 Risk Management	19 Colorado Preschool Program	21 Nutrition Services	22 Designated Grants	23 Student Activities Spec Rev Fund
Operations and Maintenance - Program 2600							
Salaries	0100	12,090,504	-	-	-	928	-
Employee Benefits	0200	4,563,152	-	-	-	-	-
Purchased Services	0300,0400,0500	4,120,743	-	-	-	125,928	-
Supplies and Materials	0600	6,411,209	-	-	-	-	-
Property	0700	123,000	-	-	-	-	-
Other	0800,0900	107,820	-	-	-	-	-
Total Operations and Maintenance		**27,416,428**	**-**	**-**	**-**	**126,856**	**-**
Student Transportation - Program 2700							
Salaries	0100	6,692,506	-	-	-	-	-
Employee Benefits	0200	2,764,768	-	-	-	-	-
Purchased Services	0300,0400,0500	570,630	-	-	-	-	-
Supplies and Materials	0600	1,200,000	-	-	-	-	-
Property	0700	-	-	-	-	-	-
Other	0800,0900	10,500	-	-	-	9,716	-
Total Student Transportation		**11,238,404**	**-**	**-**	**-**	**9,716**	**-**
Central Support - Program 2800							
Salaries	0100	7,101,442	331,210	-	-	62,778	-
Employee Benefits	0200	2,318,818	104,275	-	-	18,660	-
Purchased Services	0300,0400,0500	1,609,025	3,771,385	-	-	15,038	-
Supplies and Materials	0600	6,619,976	1,632,000	-	-	4,253	-
Property	0700	-	-	-	-	-	-
Other	0800,0900	29,600	50,500	-	-	745,883	-
Total Central Support		**17,678,861**	**5,889,370**	**-**	**-**	**846,612**	**-**
Enterprise Operations - Program 3200							
Salaries	0100	-	-	-	4,008,191	-	-
Employee Benefits	0200	-	-	-	1,687,241	-	-
Purchased Services	0300,0400,0500	140,000	-	-	140,000	-	-
Supplies and Materials	0600	-	-	-	4,931,000	-	-
Property	0700	-	-	-	70,000	-	-
Other	0800,0900	-	-	-	100,000	-	-
Total Enterprise Operations		**140,000**	**-**	**-**	**10,936,432**	**-**	**-**
Education for Adults - Program 3400							
Salaries	0100	-	-	-	-	-	-
Employee Benefits	0200	-	-	-	-	-	-
Purchased Services	0300,0400,0500	-	-	-	-	-	-
Supplies and Materials	0600	-	-	-	-	-	-
Property	0700	-	-	-	-	-	-
Other	0800,0900	4,386,553	-	-	-	-	-
Total Education for Adults Services		**4,386,553**	**-**	**-**	**-**	**-**	**-**
Total Supporting Services		**129,180,979**	**5,889,370**	**637,857**	**10,936,432**	**5,461,969**	**-**
Property - Program 4000							
Salaries	0100	-	-	-	-	-	-
Employee Benefits	0200	-	-	-	-	-	-
Purchased Services	0300,0400,0500	-	-	-	-	-	-
Supplies and Materials	0600	-	-	-	-	-	-
Property	0700	750,000	-	-	-	-	-
Other	0800,0900	-	-	-	-	-	-
Total Property		**750,000**	**-**	**-**	**-**	**-**	**-**
Other Uses - Program 5000s - including Transfers Out and/or Allocations Out as an expenditure							
Salaries	0100	-	-	-	-	-	-
Employee Benefits	0200	-	-	-	-	-	-
Purchased Services	0300,0400,0500	-	-	-	-	-	-
Supplies and Materials	0600	-	-	-	-	-	-
Property	0700	-	-	-	-	-	-
Other	0800,0900	-	-	-	-	-	-
Total Other Uses		**-**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES		**311,060,012**	**5,889,370**	**1,918,582**	**10,936,432**	**10,303,000**	**7,572,000**
RESERVES							
Reserved Fund Balance	0840	96,489,864	4,626,242	703,093	1,481,295	-	5,508,048
Reserve for TABOR 3% - Program 9310	0840	10,623,000	-	-	-	-	-
TOTAL RESERVES		**107,112,864**	**4,626,242**	**703,093**	**1,481,295**	**-**	**5,508,048**
TOTAL EXPENDITURES & RESERVES		**418,172,876**	**10,515,612**	**2,621,675**	**12,417,727**	**10,303,000**	**13,080,048**
TOTAL AVAILABLE BEGINNING FUND BALANCE & REVENUES LESS TOTAL EXPENDITURES & RESERVES		**-**	**-**	**-**	**-**	**-**	**-**

PROPOSED

27	29	31	41	43	65	72	74	
Community Education	Fair Contributions	Bond Redemption	Building Fund	Capital Reserve	Self Insurance	Student Scholarship	Student Activities Agency Fund	TOTAL
-	-	-	-	-	-	-	-	12,091,432
-	-	-	-	-	-	-	-	4,563,152
-	-	-	-	-	-	-	-	4,246,671
-	-	-	-	-	-	-	-	6,411,209
-	-	-	-	-	-	-	-	123,000
-	-	-	-	-	-	-	-	107,820
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**27,543,284**
-	-	-	-	-	-	-	-	6,692,506
-	-	-	-	-	-	-	-	2,764,768
-	-	-	-	-	-	-	-	570,630
-	-	-	-	-	-	-	-	1,200,000
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	20,216
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**11,248,120**
-	-	-	-	-	205,200	-	-	7,700,630
-	-	-	-	-	60,480	-	-	2,502,233
-	-	-	-	-	21,120,880	-	-	26,516,328
-	-	-	-	-	5,400	-	-	8,261,629
-	-	-	-	-	730,000	-	-	730,000
-	-	-	-	-		-	-	825,983
-	**-**	**-**	**-**	**-**	**22,121,960**	**-**	**-**	**46,536,803**
-	-	-	-	-	-	-	-	4,008,191
-	-	-	-	-	-	-	-	1,687,241
-	-	-	-	-	-	-	-	280,000
-	-	-	-	-	-	-	-	4,931,000
-	-	-	-	-	-	-	-	70,000
-	-	-	-	-	-	-	-	100,000
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**11,076,432**
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	4,386,553
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**4,386,553**
-	**-**	**-**	**-**	**-**	**22,121,960**	**-**	**-**	**174,228,567**
-	-	-	635,600	-	-	-	-	635,600
-	-	-	192,000	-	-	-	-	192,000
-	500,000	-	10,000,000	-	-	-	-	10,500,000
-	-	-	-	-	-	-	-	-
-	1,500,000	-	60,000,000	9,288,000	-	-	-	71,538,000
-	-	-	5,000	-	-	-	-	5,000
-	**2,000,000**	**-**	**70,832,600**	**9,288,000**	**-**	**-**	**-**	**82,870,600**
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	20,000	-	-	-	-	-	20,000
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	58,983,839	-	-	-	-	-	58,983,839
-	**-**	**59,003,839**	**-**	**-**	**-**	**-**	**-**	**59,003,839**
7,432,306	**2,000,000**	**59,003,839**	**70,832,600**	**9,288,000**	**22,121,960**	**-**	**-**	**518,358,101**
3,501,754	7,386,716	58,445,089	27,668,716	8,036,579	7,049,810	-	-	220,897,206
-	-	-	-	-	-	-	-	10,623,000
3,501,754	**7,386,716**	**58,445,089**	**27,668,716**	**8,036,579**	**7,049,810**	**-**	**-**	**231,520,206**
10,934,060	**9,386,716**	**117,448,928**	**98,501,316**	**17,324,579**	**29,171,770**	**-**	**-**	**749,878,307**
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

PROPOSED

PROPOSED

ST. VRAIN
academic excellence by design

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Vendors Providing Purchased Services Over $100,000

RECOMMENDATION

That the Board of Education approve the following vendors who are anticipated to provide purchased services over $100,000 during Fiscal Year 2020.

Vendor Name	Services Provided	Pricing Method	FY20 Est. Purchases	FY19 Total Purchases
American Logistics Company	Alternative Transportation Svcs	Contract	$660,000.00	$592,000.00
Anderson Mason Dale Architects	Design Svcs Construction	Contract	Unknown	$1,386,000.00
Apex Pavement Solutions	Asphalt Paving	Contract	Unknown	$314,500.00
Aspen Personnel Services	Custodial Services	Contract	$145,000.00	$115,000.00
BG Constructors	Construction	Contract	Unknown	
Black Hills Energy (Source Gas)	Utility Service	Monthly Invoice	$400,000.00	$297,500.00
Boulder County	Interventionists & Student Support	Contract	$350,000.00	$305,000.00
Boulder County Treasurer	Service Fees	Prop. Tax		
Boulder Valley Individual Practice Assoc. – BVIPA	HR / Benefits	Contract	$150,000.00	$132,000.00
Centennial Board of Coop Ed Svcs	Shared School District Services	Contract	$400,000.00	$347,382.00
Citrix Systems, Inc.	Technology	Per User	$100,000.00	$160,135.00
CLA-CliftonLarson	Auditing Svcs	Contract	$120,000.00	$120,000.00
The College Board	AP Program	Contract	$400,000.00	$387,600.00
Colo Hazard Control	Operations	Contract	$100,000.00	$108,900.00
Colo School District Self Insurance Pool	Property & Liability Insurance	Premiums	$970,000.00	$966,000.00
Computer Information Concepts	Infinite Campus Services	Per Student	$330,000.00	$326,500.00
Converge One	Network Consulting	Contract		$500,000.00
Cuningham Group Architecture	Construction	Contract	Unknown	$345,000.00

Vendor Name	Services Provided	Pricing Method	FY20 Est. Purchases	FY19 Total Purchases
DesignScapes Colorado	Construction	Contract	Unknown	$155,500.00
Devereux Colorado	Student Services	Per Student	$100,000.00	
DLR Group Inc.	Construction	Contract	Unknown	$216,000.00
DR Associates LLC	Construction	Contract	Unknown	$147,000.00
DS Constructors	Construction	Contract	Unknown	$229,800.00
Edmentum Inc	Instruction	Contract		$366,500.00
Educational Policy Institute, Inc.	Evaluation Services	Contract	$100,000.00	$97,543.37
Eidos Architects PC	Construction	Contract	Unknown	$283,760.00
Elite Industries	Grounds Mowing	Contract	$200,000.00	$160,000.00
Espark Learning	Student Services	Contract		$280,000.00
FCI Constructors, Inc.	Construction	Contract	Unknown	$12,700,000.00
Florida Virtual School	Technology	Per User	$410,000.00	$322,400.00
Franzen Pittman GC	Construction	Contract	Unknown	$2,775,500.00
Front Range Community College	Classes	Tuition	$1,000,000.00	$810,000.00
Front Range Orthopedic Center	Coverage for Athletic Events	Contract	$200,000.00	$200,000.00
Garland/DBS Inc	Construction/Roofing	Contract	Unknown	$430,000.00
GCC Longmont Holdings LTD	APEX	Contract	$1,200,000.00	$500,000.00
Golden Triangle Construction, Inc.	Construction	Various	Unknown	$1,527,000.00
Ground Engineering Consultants, Inc.	Inspection Services	Various	Unknown	$268,907.00
Halcyon Construction	Construction	Contract	Unknown	$144,000.00
The Hartford	HR/Benefits	Contract	$150,000.00	$144,000.00
Haselden Construction	Construction	Contract	Unknown	$2,468,000.00
Hellas Construction	Construction	Contract	$200,000.00	$180,380.00
Hord Coplan Macht Inc.	Architect Svcs	Contract	Unknown	$202,600.00
Iconergy LTD	Operations	Contract	Unknown	$200,557.00
Illuminate Education (Formerly Alpine Achievement Systems)	Student Data Management	Contract	$200,000.00	$200,000.00
International Baccalaureate	Student Services	Contract	$120,000.00	$115,000.00
The Interpreting Agency	Special Education	Per Student		$146,850.00
JHL Enterprises	Construction	Contract	Unknown	$6,100,000.00
Joshua School	Treatment Services	Per Student	Unknown	$476,500.00
Kaiser Permanente	HR/Benefits	Contract		$7,957,600.00
Krische Construction	General Contractor	Contract	Unknown	$141,591.00
Laradon Hall	Student Services	Per Student	$125,000.00	$90,500.00

Vendor Name	Services Provided	Pricing Method	FY20 Est. Purchases	FY19 Total Purchases
City of Longmont	Utility Service / WAN	Monthly Invoice	$4,000,000.00	$2,916,000.00
Lyons, Gaddis, Kahn & Hall PC	Legal Services	Monthly Invoice	$300,000.00	$242,800.00
McCarthy Building Co.	Construction	Bid	Unknown	$2,208,000.00
Nextera Healthcare LLC	HR/Benefits	Contract	$700,000.00	$475,500.00
Northern Colorado School District's Worker's Compensation Pool	Worker's Compensation	Premiums		$1,090,000.00
Overdrive, Inc.	Instruction	Per Student		$301,936.00
PCMG/Global GovEd	SmartNet Support	Contract		$450,000.00
Peak Environmental	Operations	Contract	Unknown	$193,700.00
Poudre Valley REA	Utility Service	Monthly Invoice	$150,000.00	$94,500.00
Procare Therapy Inc	Student Services	Per Student	$250,000.00	$221,800.00
Qwest Corp.	Utility Service	Monthly Invoice	$175,000.00	$95,100.00
RB & B Architects, Inc.	Architect	Various	Unknown	$116,200.00
Renaissance Learning Inc	Instruction	Contract		$180,000.00
RevTrack	Online Credit Card Processing	Per transaction	$300,000.00	$278,600.00
Schoology	Technology	Contract	$250,000.00	$117,800.00
Sierra School / SECO	Student Services	Contract	$1,250,000.00	$1,025,000.00
Soliant Health	Student Services	Monthly Invoice	$325,000.00	$193,900.00
Taylor Associates Communications	Web-Based Student Instruction	Contract	$150,000.00	$137,200.00
Temple Grandin School	Student Services	Per Student	Unknown	$172,854.00
Tennyson Center for Children	Student Services	Per Student	Unknown	$30,000.00
Town of Erie	Utility Service	Monthly Invoice		$305,500.00
Town of Firestone	Utility Service	Monthly Invoice		$120,506.00
Town of Frederick	Utility Service	Monthly Invoice		$487,500.00
Town of Lyons	Utility Service	Monthly Invoice		$90,000.00
UMR	HR/Benefits	Contract		$644,800.00
Unite Private Networks, LLC	Technology	Monthly Invoice		$910,500.00
United Power, Inc.	Utility Service	Monthly Invoice		$867,500.00
Verizon	Cell Phone Service	Monthly Invoice		$161,200.00

Vendor Name	Services Provided	Pricing Method	FY20 Est. Purchases	FY19 Total Purchases
Vision Service Plan	HR/Benefits	Contract		$250,000.00
Vivio Health Inc	HR/Benefits	Contract	Unknown	$812,000.00
Weld County Treasurer	Service Fees	Prop. Tax		
Wells Fargo Vendor Financial Svc	Service Fees	Monthly Invoice	$4,136,800.00	$4,136,800.00
Western Disposal	Trash & Recycling Services	Contract	$290,000.00	$286,500.00
Willis Towers Watson	Benefits Broker	Contract	$150,000.00	$139,000.00
Wild Plum Center	Student Services	Contract	$160,000.00	$151,380.00
Wold Architects and Engineers	Construction	Contract	Unknown	$983,000.00
Xcel Energy	Utility Service	Monthly Invoice		$340,000.00
The Zero Card	HR/Benefits	Contract	Unknown	$261,200.00

BACKGROUND

This information is presented in an effort to streamline the District's policy requirement that the Board approve all vendors to whom the District pays over $100,000 in a single fiscal year, per Board Policy DJ/DJA – Purchasing/Purchasing Authority. This is specifically to address vendors who provide goods that are not competitively bid, competitive bids that are extended into a new fiscal year, or FY20 newly awarded contracts.

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Vendors Providing Purchased Goods Over $100,000

RECOMMENDATION

That the Board of Education approve the following vendors who are anticipated to provide purchased goods over $100,000 during Fiscal Year 2020.

Vendor Name	Goods Provided	Pricing Method	FY20 Est. Purchases	FY19 Total Purchases
Amazon.Com	General Supplies and Equipment	Per Unit	$325,000.00	$739,500.00
American Produce	Nutrition Services	Bid	$450,000.00	$329,500.00
Apple, Inc.	Computers	Per Unit	$2,000,000.00	$921,500.00
BC Interiors	Educational Furniture	Contract	$100,000.00	$260,800.00
Bedrock LLC	Construction	Bid	TBD	$115,370.00
Bimbo Bakeries (Earth Grains Baking Co.)	Nutrition Services	Bid	$100,000.00	$96,000.00
CDW Government	Technology	Per Unit	$285,000.00	$284,000.00
Cengage Learning	Instruction	Per Unit		$167,250.00
Curriculum Associates LLC	Instruction Materials	Per Unit		$313,195.00
Dirsec	Technology	Contract	$105,000.00	$104,700.00
Follett School Solutions	Instruction/Library	Contract		$105,600.00
Gopher Sport	PE Supplies/Equip	Contract	Unknown	$140,000.00
Hertz Furniture Systems	Educational Furniture	Contract	Unknown	$1,520,000.00
Hill Petroleum	Fuel	Various	$750,000.00	$652,000.00
Hillyard	Janitorial Chemicals	Contract	$250,000.00	$172,000.00
JAMF	Technology	Bid	$260,000.00	$260,000.00
Jennie-O	Nutrition Services	Bid	Unknown	$110,000.00
Jostens	Yearbooks/Diplomas	Various	$150,000.00	$99,162.00
King Soopers	Food and Supplies	Per Unit	$175,000.00	$160,887.00
Mackin Educational Resources	Instruction Materials	Per Unit		$170,000.00
McCandless Truck Centers	Operations	Bid		$1,202,000.00
Meadow Gold Dairy Foods	Nutrition Services	Bid	$700,000.00	$482,900.00

Vendor Name	Goods Provided	Pricing Method	FY20 Est. Purchases	FY19 Total Purchases
Miracle Recreation Equip	Playground Equip	Sole Source	Unknown	$216,900.00
Office Depot	Office Supplies	Contract	$280,000.00	$235,000.00
OfficeScapes	Educational Furniture	Contract	Unknown	$1,686,700.00
Pearson Education	Instruction Materials	Per Unit		$420,000.00
School Specialty	Supplies and Equipment	Various	$125,000.00	$110,500.00
SNJ Juice (Inta Juice)	Nutrition Services	Sole Source	$150,000.00	$90,600.00
Smucker Food Service	Nutrition Services	Per Unit	$120,000.00	$93,700.00
SupplyWorks	Paper and Custodial Supplies	Bid	$125,000.00	$114,700.00
Twotrees	Windows Technology	Contract	$250,000.00	$283,500.00
Tyson Foods, Inc.	Nutrition Services	Contract	$275,000.00	$240,000.00
United Restaurant Supply	Nutrition Services	Bid	$100,000.00	$75,312.00
US Food Service, Inc.	Nutrition Services	Bid	$2,200,000.00	$1,995,000.00
Virco	Educational Furniture	Contract	Unknown	$189,200.00
Vista Higher Learning	Instruction Texts	Contract	$200,000.00	$153,800.00
Vistar (Performance Food Group)	Nutrition Services	Sole Source	$105,000.00	$93,500.00
Walmart	Supplies/Materials	Per Unit	Unknown	$105,200.00
Waxie Sanitary Supply	Warehouse	Contract	$200,000.00	$142,800.00
Wilson Language Training	Fundations Books	Contract	$215,000.00	$200,306.00
Zones	Technology	Bid	$200,000.00	$161,200.00

BACKGROUND

This information is presented in an effort to streamline the District's policy requirement that the Board approve all vendors to whom the District pays over $100,000 in a single fiscal year, per Board Policy DJ/DJA – Purchasing/Purchasing Authority. This is specifically to address vendors who provide goods that are not competitively bid, competitive bids that are extended into a new fiscal year, or FY20 newly awarded contracts.

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Request to Grant Exceptions to Board Policy GBEA - Staff Ethics/Conflict of Interest Policy

RECOMMENDATION

That the Board of Education allow an exception to the current Board Policy GBEA - Staff Ethics/Conflict of Interest for the following individuals for the 2019-2020 school year:

Name	Goods/Services	Beginning Date
Ana Kena Guttridge	Ollin Farms Produce	9/23/2015
Heather Stenner	Enthusic Music Co. (Community Schools)	10/28/2015
Joan Dougherty	Longmont Welding, Inc.	8/24/2016
Tom Dueber	Canyon Performance Fitness	9/14/2016
Eric Ottem	Eric Ottem Jazz Quartet	4/12/2017
Emily Ordal	Emily Forsburg Photography	5/24/2017
Faith Halverson-Ramos	SoundWell Music Therapy, PLLC	10/25/2017
Laura Beth Collier	Florist	11/11/2018
Brandon Bird	A Little Bird Media LLC	4/25/2018
Ryan Dohoney	Envision Production Group	4/25/2018
Juliane Mosebar	Athletic training services	8/14/2018
Scott Ramsaur	Origin Martial Arts	9/26/18
Lindsay Gahn	Behavior Snap Application	12/12/18
Dan Lliteras	Coaches Connection and Consulting	3/20/19

Board Policy GBEA - Staff Ethics/Conflict of Interest states, "No school district employee or firm owned by a school district employee shall be allowed to sell to the district or its schools or staff goods or services of any kind without express prior written consent of the Board of Education."

The administration recommends approval of these exceptions, which are not expected to be over $5,000. If so, they will be brought back to the Board of Education for additional approval.

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Joie Siegrist, Board President

SUBJECT: Adoption of Resolution and Oath for the Appointment of Designated Election Official

RECOMMENDATION

That the Board of Education adopt a resolution appointing the following designated election official for the coordinated election to be held November 5, 2019:

Greg Fieth

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

Molly Fitzpatrick, Boulder County
Angela Myers, Larimer County
Carly Koppes, Weld County
Jennifer Robinson, City and County of Broomfield

BACKGROUND

The Uniform Election Code requires that the Designated Election Official be formally appointed by the Board of Education when a “coordinated election” is facilitated between the responsible parties for the election. Greg Fieth has also signed an “Oath of Designated Election Official” form swearing to perform the duties of Designated Election Official according to law.

OATH OF DESIGNATED ELECTION OFFICIAL

I, Greg Fieth, do solemnly swear or affirm, that I will perform the duties of designated election official according to law; that I will studiously endeavor to prevent fraud, deceit, and abuse in conducting the same; that I will not try to ascertain how any elector voted, nor will I disclose how any elector voted if in the discharge of my duties as designated election official such knowledge shall come to me, unless called upon to disclose the same before some court of justice; that I have never been convicted of any election fraud, any other election offense or fraud, and that I will not disclose the results of votes until the polls have closed. I will support the Constitution of the United States and the Constitution of the State of Colorado; I will implement the rules established by the Colorado Secretary of State as they pertain to the conduct of this election, and I will faithfully perform the duties of the office of designated election official as steward of the people of this district. I will act in good faith, and without bias, for the duration of my employment as designated election official for the November 5, 2019 special coordinated election in and for the St. Vrain Valley School District, Boulder County, State of Colorado, to the best of my skill and ability.

_____

Greg Fieth, Designated Election Official

State of Colorado)
) ss.
County of Boulder)

Subscribed and sworn to before me this _____ day of _____, 2019.

_____

NOTARY SIGNATURE

(SEAL)

My commission expires: _____

RESOLUTION
FOR THE SPECIAL COORDINATED ELECTION TO BE HELD NOVEMBER 5, 2019
APPOINTING A DESIGNATED ELECTION OFFICIAL AND
AUTHORIZING THE DESIGNATED ELECTION OFFICIAL TO CANCEL ELECTION

WHEREAS pursuant to § 1-1-111(2), C.R.S., the Board of Education of the St. Vrain Valley School District RE-1J is authorized to designate an election official to exercise the statutory authority of the Board in conducting an election on November 5, 2019; and

WHEREAS pursuant to § 1-5-208, C.R.S., the Board can authorize the Designated Election Official to cancel the election upon certain conditions;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF EDUCATION FOR THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J THAT:

(1) The Board hereby names Greg Fieth as the Designated Election Official for the regular biennial district election scheduled for the 5th day of November, 2019; and

(2) The Board hereby authorizes and directs the Designated Election Official to cancel said election.

(3) The Board further authorizes and directs the Designated Election Official to publish and post notice of the cancellation at each polling place and in the offices of the Designated Election Official, Clerk and Recorder of each county in which the district is located.

Adopted this 26th day of June, 2019.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By: _____
Joie Siegrist, Board President

ATTEST:

_____
John Ahrens, Board Secretary

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Official Notice of Intent for the St. Vrain Valley School District to Participate in the Coordinated Election on November 5, 2019

RECOMMENDATION

That the Board of Education approve the Official Notice of Intent for the St. Vrain Valley School District to participate in the Coordinated Election on November 5, 2019.

BACKGROUND

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, shall conduct its regular biennial school election on November 5, 2019, as provided by state law and participate in the election coordinated by the County Clerk and Recorder of said counties. The St. Vrain Valley School District shall contract with the County Clerk and Recorder of said counties for the administration of the regular biennial school election and enter into an intergovernmental agreement with said counties for this purpose. Those County Clerk and Recorders shall serve as the coordinated election officials for the November 5, 2019 coordinated election.

The Board of Education designates Greg Fieth, Chief Financial Officer, to serve as the school-designated election official for the 2019 regular biennial school election. The school-designated election official shall perform election duties on behalf of the Board of Education, including but not limited to accepting and verifying candidate packets as well as rendering all interpretations and making all initial decisions as to controversies or other matters arising in the conduct of the regular biennial school election to the extent that each of these responsibilities is consistent with the intergovernmental agreements from each county.

A call for nominations for school directors to be elected at the regular biennial school election shall be published by the St. Vrain Valley School District between August 7, 2019 and August 30, 2019.

The Board of Education directs the school-designated election official to forward this notice of intent to participate in the November 5, 2019 to the coordinated election officials by July 26, 2019, the deadline established in state law.

Official Notice of Intent for the
St. Vrain Valley School District RE-1J
to Participate in the Coordinated Election
On November 5, 2019

The Board of Education of the St. Vrain Valley School District RE-1J in the Counties of Boulder, Larimer, Weld and City and County of Broomfield, State of Colorado (Board of Education) shall conduct its regular biennial school election on November 5, 2019, as provided by state law and participate in the election coordinated by the County Clerk and recorder of the above counties. The St. Vrain Valley School District shall contract with the County Clerk and Recorder of Boulder, Larimer, and Weld County, and the City and County of Broomfield for the administration of the regular biennial school election and enter into an intergovernmental agreement with the above Counties for this purpose. The County Clerk and Recorders shall serve as the coordinated election officials for the November 5, 2019, coordinated election.

The Board of Education designates Greg Fieth to serve as the school-designated election official for the 2019 regular biennial school election. The school-designated election official shall perform election duties on behalf of the Board of Education, including but not limited to accepting and verifying candidate packets as well as rendering all interpretations and making all initial decisions as to controversies or other matters arising in the conduct of the regular biennial school election to the extent that each of these responsibilities is consistent with the intergovernmental agreement.

A call for nominations for school directors to be elected at the regular biennial school election shall be published by the St. Vrain Valley School District between August 7, 2019, and August 22, 2019.

The Board of Education directs the school designated election official to forward this notice of intent to participate in the November 5, 2019, to the coordinated election officials by July 26, 2019, the deadline established in state law.

Approved this 26th day of June, 2019, by a unanimous vote of the members of the Board of Education.

_____
Joie Siegrist, President, Board of Education

Attest:

_____
John Ahrens, Secretary, Board of Education

Note: State law requires the board of education to notify the county clerk and recorder in writing at least 100 days before the election that it has taken formal action to participate in the coordinated election. Colo. Rev. Stat. § 22-31-103(1). A resolution such as this could accomplish both these purposes. If there is a possibility that the board will be placing issues on the ballot in November, the board should also notify the county clerk of this possibility. That notice may be informal at this point and does not need to be included in the resolution. Those school districts whose boundaries encompass more than one county will need to modify this resolution to refer to each county.

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Vehicle Lease Buyout of Driver's Education Vehicles

RECOMMENDATION

That the Board of Education approve buying out the remaining lease agreements on Driver's Education vehicles with Valley Subaru.

BACKGROUND

The St. Vrain Valley School District Driver's Education program will end after the summer of 2019. The lease agreement on the vehicles includes the option for the District to pay off the lease early ($29,640.46) and purchase the vehicles for $1.00 each. The District will exercise that option and receive title to the vehicles. After the Driver's Education program has ended, the Administration will make a decision on the standing of each vehicle. One option is that the vehicles will be used by District administration to reduce the cost of mileage reimbursements from the use of personal vehicles.

Greg Fieth, Chief Financial Officer, will be available to answer questions.

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Urban Renewal Authority Intergovernmental Agreement with the Town of Lyons - Eastern Corridor

RECOMMENDATION

That the Board of Education approve the Urban Renewal Authority Intergovernmental Agreement between the Town of Lyons and the St. Vrain Valley School District to ensure the 2008 and 2012 mill levy overrides, bond redemption mills, and all future local school election revenue will be returned to the District from the Tax Increment Financing (TIF) in the area referred to as the Lyons Urban Renewal Authority (LURA) Eastern Corridor TIF area.

BACKGROUND

District staff worked with the Town of Lyons and legal counsel to develop the Intergovernmental Agreement (IGA) to ensure that the District voters' expectations are met with regard to bond and mill levy override ballot approval. The District has several Urban Renewal Authority IGA's with other cities within the District boundaries, and this IGA is as protective as the others. Attached is the IGA for Lyons Eastern Corridor Urban Renewal Area for further information.

Greg Fieth, Chief Financial Officer, will be present for questions.

INTERGOVERNMENTAL AGREEMENT FOR TAX INCREMENT REVENUE SHARING
BY AND BETWEEN
THE TOWN OF LYONS URBAN RENEWAL AUTHORITY
AND
ST. VRAIN VALLEY SCHOOL DISTRICT

This Intergovernmental Agreement ("**Agreement**"), is entered into effective as of the _____ day of June, 2019 (the "**Effective Date**"), by and between the **TOWN OF LYONS URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado ("**LURA**"), whose address is 432 5th Avenue, P.O. Box 49, ATTN: Executive Director, Lyons, CO, 80540, and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a political subdivision of the State of Colorado (the "**School District**"), whose address is 395 S. Pratt Parkway, ATTN: Chief Financial Officer, Longmont, CO 80501. LURA and the School District may be referred to herein individually as a "**Party**" and may be collectively referred to herein as the "**Parties**."

RECITALS

A. LURA is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "**Act**").

B. The Board of Trustees (the "**Town Board**") for the Town of Lyons (the "**Town**") approved the creation of LURA on May 18, 2015 and, at that time, designated the Town Board as the LURA Board of Commissioners (the "**Commissioners**"), and on February 22, 2018 and at subsequent meetings, LURA accepted Commissioner appointments from Boulder County, the School District and the special districts in conformance with the Act; and

C. The School District is a public body corporate and political subdivision of the State of Colorado. The School District's boundaries overlap LURA's jurisdictional boundaries such that the School District has the authority to impose a mill levy within LURA's jurisdictional boundaries.

D. The Town Board is anticipated to consider a Resolution approving the Urban Renewal Plan for the Eastern Corridor (the "**Plan**"), which, in addition to creating the Eastern Corridor Urban Renewal Area, authorizes the use tax increment financing ("**TIF Financing**") within the Eastern Corridor Urban Renewal Area (the "**TIF Area**"), as contemplated by C.R.S. § 31-25-107(9)(a).

E. The Act provides that taxes levied after the effective date of the approval of an urban renewal plan upon taxable real property in the area described in such urban renewal plan shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the urban renewal plan and that a portion of said property tax revenues shall be allocated to and paid into a special fund of the applicable urban renewal authority, as more particularly described in the Act.

F. Pursuant to the Plan, taxes levied after the effective date of the Town Board's approval of the Plan on taxable real property located within the TIF Area, as it currently exists or

hereafter as it may be modified by expansion, shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of said property tax revenues (the "**TIF Revenue**") shall be allocated to and paid into a special fund of LURA to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by LURA for financing an urban renewal project or to make payments in accordance with an agreement executed pursuant to C.R.S. § 31-25-107(11).

G. In accordance with the Act (including the requirements of HB 15-1348 and SB 18-248), LURA and the School District desire to enter into this Agreement and recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on taxable real property within the boundaries of the School District without an agreement concerning the sharing of TIF Revenue may hinder (a) the effectuation of the Plan and the planned urban renewal projects to be located within the TIF Area, and (b) the School District's ability to provide its educational services and facilities to its constituents. The Agreement addresses, among other things, the estimated impacts of the Plan on School District services associated solely with the TIF Area.

H. The Parties acknowledge that the eligible electors of the School District did approve in November 2008 and 2012, and may in the future approve the levy of additional mills by the School District for its operations by way of a School District Mill Levy Override (i.e., additional local revenues in excess of the School District's total program as provided in the Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1, or successor act) ("**Mill Levy Overrides**").

I. The Parties further acknowledge that the eligible electors of the School District have also approved the levy of additional mills by the School District for the servicing of the District's issued bonded indebtedness, and may in the future approve the issuance of additional bonded indebtedness, the debt service of which is financed by additional mills. For purposes hereof, the debt service mill levies may include indebtedness incurred as a result of the refunding of any School District debt, now or in the future. Collectively, such debt service levies are referred to herein as "**Debt Service Mill Levies**."

J. Therefore, LURA and the School District desire to enter into this Agreement to provide for the transfer to the School District of certain portions of the TIF Revenue. The School District shall be entitled to receive all of the TIF Revenue generated by the imposition of its mill levies (Mill Levy Overrides and Debt Service Mill Levies, plus annual abatement levies, if any) if and when received by LURA as a result of the imposition of the Urban Renewal Plan and the collection of the TIF Revenue from the TIF Area as set forth in this Agreement, except for that TIF Revenue that is generated by the mill levy established by the Colorado Public School Finance Act, Sec. 22-54-106, C.R.S., (total program). As of the date of this Agreement, the School District's total program mill levy within the TIF Area is **24.995 mills** (the School District's "**Total Program Mill Levy Increment**").

K. The Parties agree that this division of TIF Revenue and LURA's retention of only the Total Program Mill Levy Increment from such TIF Revenue does not hinder or substantially interfere with the effectuation of the Urban Renewal Plan and the planned urban renewal projects to be located within the TIF Area, and does not substantially diminish the School District's ability to provide its educational services and facilities to its constituents.

L. In consideration therefore, the School District expressly consents to the formation of the Eastern Corridor Urban Renewal Area.

M. LURA and the School District are authorized to enter into this Agreement pursuant to law, including, without limitation, C.R.S. § 31-25-112.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the Parties hereto, it is agreed by and between the Parties hereto as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. TIF Revenue Sharing.

(a) After deducting its Administrative Fee, LURA agrees to transfer to the School District all of the property tax TIF Revenues calculated, raised, produced, allocated, and transferred to LURA as a result of the levy by the School District's Mill Levy Overrides and Debt Service Mill Levies, plus annual abatement levies, if any, now and in the future, upon taxable property within the TIF Area pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado for the purposes of compensating the School District for the services it will provide to the TIF Area and for the capital facilities it has constructed, or will construct, for servicing, in whole or in part, students in the TIF Area. LURA's obligation to transfer to the School District its designated portion of the TIF Revenues generated by the School District's Mill Levy Overrides and Debt Service Mill Levies, plus annual abatement levies, if any, as described in this Section 2 shall be referred to herein as the "**Transfer Obligation**."

(b) All revenues from the District's Total Program Mill Levy Increment as described in paragraph J, above, shall remain with LURA to be utilized by it pursuant to its Plan, applicable state law, and LURA Board action, and shall not be subject to the Transfer Obligation, commencing on the date of approval by the Town Board of the Plan and ending upon the expiration of the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-107(9)(a) of the Act and the Plan.

(c) An administrative fee equal to one percent (1%) of the TIF Revenue as determined on an annual basis shall be retained by LURA (the "**Administrative Fee**"). Notwithstanding anything to the contrary set forth in this Agreement or in the Plan, LURA shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of the Authority incurred in connection with LURA's obligations under this Agreement including, but not limited to, the collection, enforcement, disbursement, and administrative fees and costs related to TIF Revenue and the TIF Area. The Administrative Fee shall be deducted annually from the payments made to the District pursuant to the Transfer Obligation.

3. Agreement Confined to Specified Revenue. In compliance with the requirements of the Act (including HB 15-1348 and SB 18-248), LURA and the School District have negotiated and agreed to the sharing of TIF Revenue as set forth herein. This Agreement applies only to TIF Revenue derived from imposition of real property taxes (land and improvements to land) in the

TIF Area, if any, that is calculated, produced, allocated and transferred to LURA in accordance with C.R.S. § 31-25-107(9)(a)(II) and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of LURA. The School District agrees and acknowledges that the School District is not entitled to and expressly disclaims any and all right, title or interest in and to any other taxes or revenues collected by LURA including, without limitation, any personal property tax, sales tax, or private improvement fees.

4. Consent. The School District expressly waives and agrees not to object to: (a) the Town's approval or the Commissioners' recommendation of approval of the Plan, including, without limitation, its approval of the use of TIF Financing and collection of TIF Revenue, and (b) LURA's imposition of any personal property tax, sales tax, private improvement fees or other fees in connection with the Plan or TIF Area. The District acknowledges that this Agreement constitutes notice to the District of, and its advisory participation on, the Plan pursuant to C.R.S. § 31-25-107(9)(d).

5. Subordination. By written consent of the School District, as evidenced by a future resolution or resolutions approved by the Board of Directors of the School District, the Transfer Obligation may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by LURA for financing or refinancing, in whole or in part, any urban renewal project specified in the Plan.

6. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; acts of public enemy; acts of the Federal or state government; acts of third parties; litigation concerning the validity of this Agreement or relating to transactions contemplated hereby; fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of LURA to transfer to the School District revenues as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, LURA shall transfer the total amount of the effected revenues that have been received by LURA that is then in the account, as determined according to the provisions of this Agreement.

7. Termination and Subsequent Legislation. This Agreement may be terminated at any time upon the mutual written agreement of LURA and the School District. In addition, in the event of termination of the Plan, including, without limitation, the provisions of the Plan authorizing TIF Financing, LURA may terminate this Agreement by delivering written notice to the School District. LURA may also terminate this Agreement by delivering written notice to the School District if the School District no longer provides any services within the TIF Area. The Parties further agree that in the event legislation is adopted after the Effective Date of this Agreement that invalidates or materially or adversely affects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement.

8. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations

other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties hereto.

9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors in interest.

10. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

11. No Waiver of Immunities. Nothing contained herein shall be construed as a waiver, in whole or in part, by any Party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or under any other law, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a Party to this Agreement.

12. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability, the Parties will in good faith negotiate for an amendment to this Agreement that achieves to the greatest degree possible the intent of the affected provision of this Agreement.

13. No Assignment. No Party may assign any of its rights or obligations under this Agreement without the express prior written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

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

15. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

16. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

17. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

18. Notices. Any notice required by this Agreement shall be in writing. All notices,

demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth following its name below:

If to LURA:	Town of Lyons Urban Renewal Authority Attention: Executive Director 432 5th Avenue P.O. Box 49 Lyons, CO, 80540 Telephone: 303-823-6622 Email: vsimonsen@townoflyons.com
With a copy to:	Brownstein Hyatt Farber Schreck Attention: Caitlin Quander 410 17th Street Suite 2200 Denver, CO 80202 Telephone: 303-223-1233 Email: cquander@bhfs.com
If to the School District:	St. Vrain Valley School District Attn: Chief Financial Officer 395 S. Pratt Parkway Longmont, CO 80501 Telephone: 303-682-7203 Email: fieth_gregory@svvsd.org
With a copy to:	Lyons Gaddis Kahn Hall Jeffers Dworak & Grant, PC Attn: Timothy O'Neill PO Box 978 515 Kimbark Street, 2nd Floor Longmont, CO 80502-0978 Telephone: 303.776.9900 Email: toneill@lyonsgaddis.com

19. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

20. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

21. Waiver. Pursuant to C.R.S. §31-25-107(11), the School District agrees to waive all provisions of Part 1 of the Act that provide for notice to the School District, require any filing with or by the School District, require or permit consent from the School District, or provide for any enforcement right to the School District.

[Remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, LURA and the School District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, a political subdivision of the State of Colorado

By:_____
Title:_____

ATTEST:

By: _____,

TOWN OF LYONS URBAN RENEWAL AUTHORITY, body corporate and politic of the State of Colorado

By: _____
Title: _____

ATTEST:

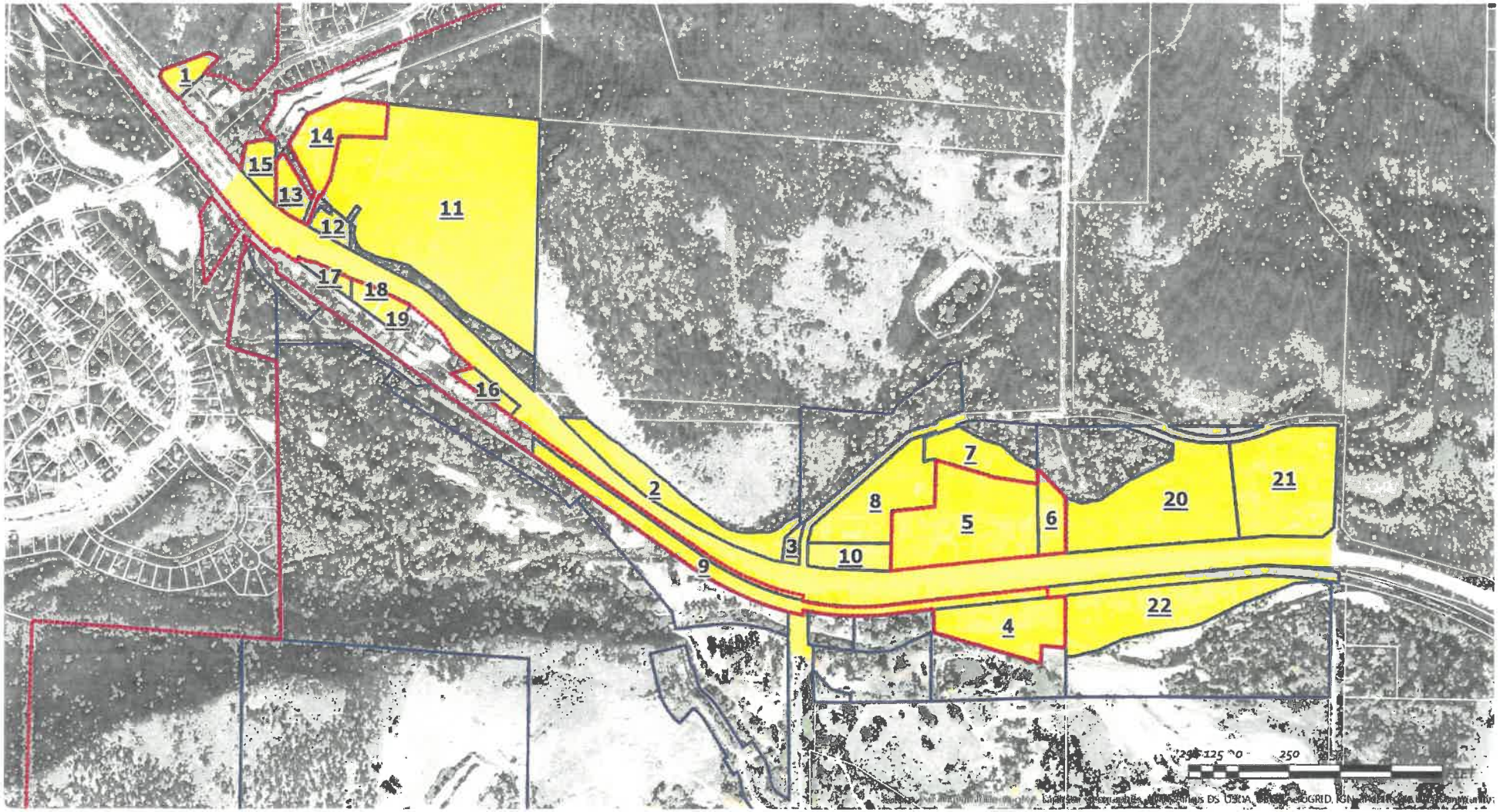
By: _____

Exhibit A
Legal Description of the TIF Area

[to be inserted]

Exhibit B
Depiction of the TIF Area

[to be attached]



- Municipal Boundary
- Other Parcel Boundary
- Proposed Urban Renewal Area
- Proposed Urban Renewal Study Area Parcel

Town of Lyons
Urban Renewal Area
Eastern Corridor

LYONS COMMUNITY DEVELOPMENT

MEMORANDUM

DATE: June 26, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Board Reports

PURPOSE

To provide the Board of Education with the opportunity to share recognitions.

BACKGROUND

Board members will have the opportunity to share recognitions, commendations of staff/ students, committee reports and events they have attended.