CHARTER SCHOOL CONTRACT

This contract ("Contract"), signed this June 22nd (SSSD) and June 23rd (NRCCS), 2020 is made and entered into between Steamboat Springs School District RE-2 ("District") and the North Routt Community Charter School ("School"), a Colorado nonprofit corporation.

RECITALS

WHEREAS, a Renewal Application ("Application") was submitted for the continuation of the School to operate within the District pursuant to the Charter Schools Act, C.R.S §22-30.5-101, *et seq.*;

WHEREAS, the Steamboat Springs School District Board ("Board") finds that as a result of responsible governance and financial management, the School has established a pattern of achieving the goals, objectives, and performance standards for its students; and

NOW THEREFORE in consideration of the foregoing and the terms and conditions set forth below, the parties agree as follows:

AGREEMENT

1. ESTABLISHMENT OF THE SCHOOL

As authorized by the Charter School Act, the Board hereby approves the Application for the continuation of the School upon the terms and conditions set forth in this Contract.

2. RENEWAL APPLICATION

The provisions of this Contract will supersede and have control over any conflicting or inconsistent language contained in the Application.

3. TERM

This Contract is effective as of July 1, 2020 for a period of five (5) school years, and will terminate on June 30, 2025, unless earlier terminated as provided herein. This Contract may be renewed for an additional period upon application for renewal in accordance with State law and District policies and procedures, and upon Board approval of the Application. Both parties agree that should significant developments in law or State educational oversight occur during the period of this Contract and those events have substantial bearing on any clause contained in the Contact, the parties will amend this Contract as jointly agreed.

4. CORPORATE STATUS

The School shall be organized as a Colorado nonprofit corporation, subject to the following terms and conditions:

A. **Compliance with Contract**. The corporation will be bound by and operated in a manner consistent with the terms of this Contract.

B. **Corporate Purpose.** The purpose of the corporation as set forth in its articles will be limited to the operation of charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101, *et seq.*

C. **Governance.** The articles and bylaws of the corporation provides for governance of the operation of the school in a manner consistent with this Contract. The School's governing board shall have five (5) members, who will serve staggered four-year terms. Election or appointment shall be carried out as provided in the School's articles and bylaws in a manner calculated to represent all stakeholders in the School, including the geographic community served.

D. **Dissolution.** Upon dissolution of the corporation, all assets of the corporation not requiring return to donors or grantors and remaining after paying debts and obligations incurred in connection with activities authorized by this Contract will become the property of, and will be conveyed to, the District as provided in this Contract.

5. COMPLIANCE WITH LAWS, POLICIES, PROCEDURES, AND RULES

The School will comply with all federal and State laws, local ordinances, and District policies, except to the extent the School has obtained waivers from State law and District policies as provided in §22- 30.5-104(6)(b), C.R.S. In general, where the District policies not waived refer to the "superintendent" or "principal", these shall be understood in the case of the School to be a reference to the School's Executive Director.

A. **Waivers of State Law.** The parties shall jointly submit a request for waivers of State law to the Colorado State Board of Education, which shall include the Rationale and Replacement Plan for each waived statute. To the extent the State Board does not grant the requested waivers or imposes conditions upon the District or 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. Waiver requests are attached to this contract as Appendix 1.

B. **Waivers of District Policies, Procedures, and Rules.** The District hereby grants the School waivers from all Board and District administrative policies. The School is exempt from compliance with those policies and any procedures and rules implementing them. The School shall otherwise comply with District procedures for services provided to the School by the District, to include but not be limited to accounts payables, payroll processing, credit cards, cash handling, cash deposits, human resources, liability & worker compensation insurance and student data processing. To govern responsibly, the School will maintain a set of board and administrative policies and will ensure that it responds to non-waived State laws with appropriate policies, procedures, and rules implementing them.

C. **Provision of School Policies to the District**. The School will furnish to the District copies of all written policies and procedures with respect to any matter relating to its operations and educational program upon adoption or modification of such policies or procedures by the School's governing board. Publication of School policies to its website will satisfy this requirement.

6. EDUCATIONAL PROGRAM

A. **Program Characteristics.** The School shall open for the 2020-2021 school year based on a school calendar made available to the district and the public no later than May 30, 2020. The School shall provide a program open to students in grades kindergarten through eight, as more particularly described in the Application and shall maintain such program and serve such grades through 2020-2025. Upon ratification of this document, the School shall merge with the North Routt Preschool and assume all management of the preschool, thus adding an early childhood center (ECC) experience to the program and serving toddlers through pre-kindergarten.

B. **Content Standards.** The combined School (NRCCS and ECC) shall continue with the adoption of Expeditionary Learning that is aligned with State academic standards and Common Core State standards and shall provide curriculum and instruction that offers students the opportunity to meet or exceed those standards.

C. **Curriculum.** The School may use the curriculum described in the Application in place of the District's to the extent that this curriculum affords opportunities to meet or exceed State standards.

D. **Staff Qualifications.** The School's staff must comply with the background checks performed by the District and all provisions of Colorado State law, except where waivers have been granted.

E. **Student Assessment.** The School shall evaluate pupil performance as follows:

   a. Participate in the Colorado Student Assessment Program;
   b. School administered assessments that will track each student's progress that is reliable and valid.

F. **Individualized Education Plans.** Individualized Education Plans (IEPs) will be developed for each student based on assessment results, teacher observations and conferences. The IEPs will be maintained in a student portfolio that contains annual goals and documentation of academics and personal growth as evidenced by reliable and valid benchmark and summative assessments and artifacts.

G. **School Improvement Plan.** The School Unified Improvement Plan (UIP) will reflect the needs and areas of focus for the School.

H. **English Language Learners.** The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program.

I. **Students with Disabilities**

a. District Responsibilities. The School shall be responsible for ensuring the provision of necessary special education programs and services as recommended by the Steamboat Springs School District's Director of Exceptional Student Services. Northwest Colorado BOCES is the Administrative Unit.

b. Services Provided by the School. Subject to written approval from the BOCES Executive Director, the School may provide special education services using teachers who are properly licensed, endorsed, and deemed qualified by the Executive Director to provide special education services in a manner which will meet applicable legal requirements.

7. GOALS, OBJECTIVES AND PUPIL PERFORMANCE STANDARDS

A. **Goals and Objectives.** The School's goal is to maximize the learning opportunities for students by achieving the goals and objectives described in the School's UIP.

B. **Educational Objectives.** The educational program shall meet the standards described in the School's UIP.

C. **Pupil Performance Standards.** The School's pupil performance standards, including any standards related to graduation requirement shall be, at a minimum, those of the District.

8. ENROLLMENT

The School shall provide the District with estimated enrollment numbers for each coming school year no later than May 15 of each year. The School shall strive to reflect the ethnic/socioeconomic and demographic composition of the District and will reach out to, and include, at-risk, English Language Learners, and special needs students.

A. **Enrollment Policy (K-8).** Enrollment will be open to any child who lives within the District and to non-resident students provided that children who are residents of the North Routt Fire Protection District have first priority for enrollment. Consistent with federal public charter school grant programs, if enrollment is oversubscribed, the School shall give priority to enrollments in the following order: (1) returning students; (2) children of School staff; (3) new students within the North Routt Fire Protection District; (4) siblings of returning students; (5) new students who are residents of the Steamboat Springs School District and complete an enrollment package by June 1 will be enrolled in the order received until classroom limits are reached. After June 1 the Executive

Director has, at all times, the right, obligation and ultimate authority to use his/her best judgement for new enrollments in any class or crew.

B. **Enrollment Policy (Toddler-pre-K).** The ECC will accept student registrations throughout the year; such registration indicates the parent's desire to bring their child to the Center periodically over the year. Verifying a child's attendance on a specific day will be on a first come-first served basis.

9. TUITION

The K-8 School will not charge tuition to students who reside within the District, other than reasonable tuition for before-school or after-school programs administered by the School. Tuition for non-resident students may be charged in accordance with State law.

The ECC is not 100% publicly funded by the state of Colorado. The ECC charges a daily rate of tuition, and participates in the Colorado Preschool Program(CPP).

10. SCHOOL FACILITIES

A. **Location.** The School shall be located at the NRCCS LEED® facility completed in 2012. The School may change its location only after complying with C.R.S. §22-32-124(1.5), receiving approval from the Board, and demonstrating that the facility meets State requirements for public schools. The ECC facility is newly remodeled and located next door to the NRCCS facility.

B. **Maintenance of Facilities.** The School will be responsible for the maintenance of any facilities owned or leased by it and will maintain the facilities in accordance with all standards and requirements of State and local officials with jurisdiction over the site, including but not limited to, standards for sewage and septic systems serving the site; and drinking water systems serving the site.

C. **Inspections.** The District will have access at all reasonable times to any facility owned, leased or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with the terms of this Contract. Except in case of an emergency affecting the safety or health of persons at the School, all inspections or reviews shall be carried out upon reasonable notice to the School's Executive Director at a time that does not interfere with student instruction.

D. **Impracticability of Use.** If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School, or repair, renovate or upgrade the facility.

E. **Use of District Facilities.** The School may use District facilities for activities and events pursuant to District policies and procedures covering use of District facilities, as such may

be amended from time to time by the District, provided that such use will not interfere with other events or activities sponsored by the District.

11. FINANCIAL MATTERS

A. **Annual Budgets.** On or before June 15 of each year, the School will submit to the District the School budget for the upcoming school year for purposes of 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 and will include State-mandated reserves as set forth in Section 11(F) (b) below.

The budget, as approved by the School governing body and any subsequent approved revisions shall be submitted to the District along with the charter school board resolution approving the budget or budget revision.

On or before January 31 of each year, the School will submit its final, adopted budget to the District.

B. **Funding Formulas.** Each student in the School will be funded at 100% of the District's State per pupil funding ("PPF".) District PPF shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5). The District shall pass **through its PPR for all K-8 students.** The final October FTE count will be used for all funding calculations.

C. **District Per Pupil Revenue Funding.** In each District fiscal year during the term of this Contract, the District shall provide funding to the school in the amount of ninety-five percent (95%) of the gross aggregated PPR based on Section 11B above.

The five percent (5%) of PPR retained by the District shall reflect the cost of the School's per pupil share of the central administrative overhead costs and cost of purchased services as defined in Section 12 below.

D. **Additional Funding.** The District shall provide to the School, the School's proportionate share of:

a. Federal Title I & II and State categorical aid, ECEA (proportionate Special Education students count), received by the District, if eligible. READ ACT money is distributed in this same manner.
b. The District has passed General Fund Mill Levy overrides in 2001, 2006, 2009 and 4A 2019 and the 1994 District's Hold Harmless funds (not voter-approved) shall be distributed to the School on a prorated basis at 95%. 2019 4B will be a flat value of $70,000 was agreed upon prior to November 2019. Future Mill Levy overrides will be discussed upon appropriateness before election, property tax revenues provided to the School is in compliance with reporting requirements as outlined in section 14.B which follows.

See Appendix A

E. **Retention of Funds.**

a. Cost of School's direct cost included in the District's liability insurance as provided for in Section 19(A).

b. Cost of School's allocated cost ot NW BOCES Assessment

F. **Adjustment and Disbursement of PPR Funding.** The District will disburse PPF funding (defined as **11(B): District Per Pupil Funding** plus **11(D): Additional Funding** less **11(E): Retention of Funds**) each school year in equal monthly installments starting on July 15 and shall be calculated based upon the projected and budgeted enrollment divided by twelve (12). These disbursements may be adjusted from time to time, as follows:

a. As of December 15 of each year, the enrollment is established by up-to-date and reliable enrollment documentation required by the State.

b. State Per Pupil Funding changes.

G. **Allocation of Funds to Reserve Accounts.**

a. **TABOR Reserve.** The District shall provide the School's share of the three percent (3%) TABOR emergency reserve, as provided in the Colorado Constitution Article X, Section 20(5). Such emergency reserve shall be adjusted annually to provide the School's share of the emergency reserve to equal three percent (3%).

b. **Reservation of Fund Balances.** For each year of the term of this Contract, the School will designate one or more reservations of the General Fund balance:

I. **Capital Renewal Reserves**, as set forth in C.R.S. §22-43.7-109(4)(d)(I). The allocation shall be no less than the minimum per pupil dollar amount specified by law, as may be amended from time to time, multiplied by the funded pupil count enrolled in the School. Such funds shall be used only for the purposes permitted by law.

II. **Curriculum and Technology Reservations.** The School governing body will, at its discretion, allocate a portion of surplus funds to reserves that will fund the acquisition of new curriculum textbooks and materials in addition to new instructional technologies.

H. **Repayment of District Loan.**

a. **District Loan.** As of June 30, 2020, the District Loan debt is paid in full.

I. **School Payment for Access to Specific District Services. Upon District invoicing, the School shall pay for the following services:**

a. The School may be included in all software license agreements entered into by the District and shall pay a pro-rata portion of the license fees paid by the District.

b. The School may contract for transportation services for the purpose of field and class trips. The rate at which the School is billed will be set by the District and will be submitted to the School prior to final budget approval.

J. **Student Information Services**. The District shall provide to the School, the use of the District's student information data processing system. The School shall use such system and shall adhere to all system requirements and District directives with respect to such use. The School shall install and maintain such equipment as is necessary to use such system.

K. **Optional School Funding Sources.**

a. **Facility Funding**. Should the School qualify for funding within the constraints of C.R.S §22-54-124(2001), the School shall prepare and submit an application for such facility funding purposes to the District for approval, such approval shall not be unreasonably withheld. The School shall thereafter submit the approved application to appropriate officials at the Colorado Department of Education. The District shall promptly disburse all revenues received to the School.

L. **Optional School Programs**

a. **Free and Reduced Price Meals.** 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 Board policies and regulations and applicable federal and State laws.

M. **Non-Appropriation of Funds by the District**

The parties agree that the funding for the School shall constitute a current allocation of revenue of the District. The District's funding obligations under this Contract will be from year-to-year only and shall 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 shall 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.

12. DEFINITION OF DISTRICT SERVICES

The services provided by the District, and for which the 5% reduction of PPF in Section 11(B) pays, include:

- Regularly: Accounts payables and deposit processing, and human resources procedures. Maintain Worker compensation and Unemployment Insurance.
- Monthly: Payroll processing services, final bank reconciliations, credit card process oversight, and financial compliance review.
- Annually: Audit completion and submittal to CDE pipeline, budget upload into Alio and State assessment coordination,
- As required: On-boarding of new School staff and student data collection and reporting oversight, and administrative oversight,
- From time-to-time: Technology and curriculum consultation, and professional development.

13. REPORTING

All revenues and expenditures shall be input into an automated accounting and financial reporting system, by using the required State chart of accounts, by the School. Financial statements and reports are available simultaneously to the School and District.

In order for the School to meet its obligation to provide monthly financial reporting to the School governing body, the School shall enter all monthly revenue and expenditure transactions into the accounting and financial reporting system and "be current" as of each fiscal/calendar quarter.

14. AUDIT

A. **Maintenance of Financial Records.** The School agrees to submit and enter bills, credit card receipts, and deposits on a timely basis to the District's financial system and to maintain copies (or originals, if required) of all submissions. Timely reports may be produced by either party should both parties comply with this paragraph.

B. **Annual Report and Accountability.** The School will conduct an annual review of the administrative operations of the School and will report to the District, in writing, its findings no later than the last day of September following each school year the School is in operation.

The School's report shall include at least the following information: 1) a financial statement disclosing costs of administration, instruction, facilities, instructional materials, and other categories of expenditures and revenues; 2) a summary of the School's progress toward its Expeditionary Learning (EL) work plan goals and UIP goals; 3) description of the District services provided to the School and their effectiveness and efficiency; and 4) Colorado Department of Education requirements for the annual progress report not otherwise listed above.

The District shall have immediate access to other key information about the School, including items contained in the Application, specifically: 1) a description of the assessments used to measure student progress; 2) a description of the staffing of the school, summarizing the qualifications of staff members; and 3) a description of the School's educational program. The District oversees all state assessments and special education services on behalf of the School and, therefore, has access to: 1) a summary of student assessment results and 2) progress of students' Individualized Education Plans.

C. **Independent Audit.** The School agrees to pay for an independent audit by the same certified public accountant retained by the District. The School shall bear any additional fees incurred by the District as a result of the School's audit. Should the School decide to obtain an auditor of its own choosing, the District's Superintendent or designee shall have the right to reject such auditor upon written notice of the reason(s) to the School. The District's Finance Director will oversee the completion of the audit, with participation of the School's administrative staff. Final audit reports will be provided to both the School and the District.

15. GOVERANCE AND ACCOUNTABILITY

The composition of the governing body and the nature and extent of parental, professional educator, and community involvement in the governance and operation of the School will be as described in the Application.

In addition, the School will participate in the District Accountability Committee (DAC). The School Executive Director will attend leadership team meetings in the District, whenever possible. All public reports generated by the DAC and Colorado League of Charter Schools (CLCS) processes shall be given to the District.

16. SCHOOL OPERATION

A. **Operation as a Public School.** The School shall operate in all respects a non-religious, non-sectarian, non-homebased public school. The School shall not be affiliated with any non-public sectarian school or religious organization.

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

C. **Non-Discrimination.** The School will not discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation, or disability and will maintain compliance with all applicable federal, State and local statutes, rules and regulation relating to such discrimination issues.

D. **Operational Powers.** The School will be fiscally responsible for its own operations and is not precluded from applying to any appropriate public agency for available revenue or support.

The School will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for school purposes (subject to compliance with Section 10(D) of this Contract); accepting and expending gifts, donations, or grants); purchase of real estate and entering into lease purchase agreements or capital leases (subject to Section 10(D)); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with the terms of this Contract.

The School shall contract for all goods and services only in the name of the 501(c)(3) corporation established for the purpose of conducting the School's operations. The School shall include in all of its contractual commitments, including but not limited to any loan agreements, that the School shall be solely responsible for performance of its obligations, and that the District shall have no liability for obligation to cure any defaults of the School concerning such obligations.

E. **Authority of Governing Body.** The School's governing body shall have such authority as is described in the Application and is necessary to exercise the powers granted by this Contract or by law. The School's governing body shall serve as fiscal agent for the School and shall ensure the School's compliance with applicable laws, rules, and regulations, whether federal, State or local, including but not limited to provisions which apply to the School's site, facility, vehicle/transportation plan and food service operations, if any.

F. **District's Right to Review.** The School will be subject to review of its operations and finances by the District, in its sole discretion, deems such review necessary. The District may require remedial action. If the District reasonably determines that there is a substantial likelihood that the School will fail to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified by the School in the Application, or that it will fail to meet generally accepted standards of fiscal management, or will violate federal, State or local law, this Contract, or District policies applicable to it, the School will, within thirty (30) days of notice from the District, propose a corrective action plan. The District will have the right to approve or reject the plan, and to monitor implementation of the plan.

G. **Administrative Records.** The School will maintain all administrative records, including student academic records, required by law and District policies and procedures, to the extent no waivers apply. In particular, the School shall maintain such student records as the District maintains through its student information data processing system to maintain such records. The School agrees to make all administrative and student records promptly available to the District for review and copying upon request. The School may meet this requirement by the methods identified in Section 11(H) of this Contract. Regularly maintaining student information through the District's information processing system will be deemed to satisfy the requirement that such records be made available to the District.

H. **Student Discipline/Expulsion.** The School shall ensure that any student discipline policies and procedures which it adopts shall provide students such due process rights as may be required by law. Students expelled from the School may appeal to the School governing body within ten (10) days following the School's action to expel such student. The School shall include such a statement in its student handbook or in discipline policies distributed to its students.

17. EMPLOYMENT MATTERS

A. **No Employee or Agency Relationship.** Neither the School nor its employees, agents, or contractors are employees or agents of the District; also, neither the District nor its employees, agents, nor contractors, are employees or agents of the School. None of the provisions of this Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the parties than that of independent parties contracting solely for the purpose of effectuating this Contract.

B. **Pension Plan/Benefits Administration.** Employees of the School shall be members of the Public Employees' Retirement Association, and their compensation shall be subject to withholding for employer and employee contributions in the amounts required by law. School employees may receive health and dental insurance benefits through the District upon approval by the District's insurance carrier(s), provided that the District shall be permitted to withhold and retain the premium payments.

C. **School Employees.** The School will be the employer of all teachers and other staff employed by the School and shall not be subject to any collective bargaining agreement entered into by the District, or subject to District policies regulating its own employees.

18. BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

The grounds and procedures for termination of this contract and dissolution of the School will be as follows:

A. **Termination by the District.** Upon ninety (90) days advance written notice or such lesser amount of notice reasonably necessary to serve the health, safety, or welfare of the students at the School, and subject to Section 18(B) below, this Contract may be

terminated and the charter revoked by the Board upon recommendation of the Superintendent of Schools for:

a. Any of the grounds provided for under the Charter Schools Act, C.R.S. §22-30.5-110, *et seq*;

b. Any material breach of this Contract;

c. Failure to achieve or make reasonable progress toward achievement of the School's content standards or pupil performance standards described in this Contract;

d. Failure to achieve or make reasonable progress toward achievement of the School's educational goals and objectives set forth in this Contract;

e. Insolvency of the School (defined as a real, ongoing or long-term inability of the school to pay its debts as they come due in the ordinary course of business);

f. Failure to meet generally accepted standards of fiscal management;

g. Student enrollment which is inadequate to support a budget for sound fiscal operation of the School as determined by the Board after written notice to the School;

h. Violation of any provision of law from which the School is not specifically exempt; or judicial adjudication, from which the School is not specifically exempt, and which implicates the ongoing viability of the School; or

i. Any other ground set forth in the Contract.

Upon notice under this subsection (A), the School shall have a minimum of sixty (60) days in which to cure or correct the matters identified by the District. The District shall not withhold its reasonable assistance that may assist or effectuate such a cure or correction. Upon determining that the School is diligently pursuing a correction or cure that is reasonably calculated to address the issue, the District shall withdraw a notice of termination

B. **Effective Date of Termination and Other Intervention**. Any action by the Board that non-renews or revokes the School's charter and/or terminates this Contract will only be effective after exhaustion of the School's opportunity to appeal to the State Board of Education, as provided by law.

Notwithstanding this limitation, and notwithstanding the opportunity for cure described above, during the period after the District gives the School written notice of a termination or a material breach, the District may require the School to take those actions necessary to prevent or otherwise address a serious and imminent threat to the health, safety, or welfare of the School or District students, the community or the substantial property rights of the

District or the School, including but not limited to: (1) freezing bank accounts and other assets of the School; (2) only making expenditures or disposition of assets approved by the District; and (3) providing full and complete access to all of the School's records, data, and information. Such emergency actions shall not be deemed a trusteeship or receivership.

C. **Other Remedies.** The District may impose other remedies for breach as otherwise allowed by law, including, but not limited to, revocation of waiver(s), withholding of funds, return and/or disposition of asset of the School, and termination of lease(s).

D. **Termination by the School.** Should the School choose to terminate this Contract before the end of the contract term, 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 thirty (30) days before the end of the school year.

E. **Dissolution.** Upon termination of this Contract for any reason, or if the School should cease operations or otherwise dissolve, the Board will supervise and have authority to conduct the winding up of the business and affairs of the School; provided, however, that in doing so, the District will not be responsible for, and will not assume any liability incurred by the School beyond funds allocated to it by the District under this Contract. School personnel and its governing body shall cooperate fully with the winding up of the affairs of the School.

F. **Disposition of School's Assets upon Termination or Dissolution.** Upon termination of this Contract for any reason, or if the School should cease operations or otherwise dissolve, then, at the sole discretion of the District, any assets owned or otherwise held by the School, and not requiring return to the donor or grantor, including tangible, intangible, and real property, will become the property of the District and title thereof will be transferred to the District, unless and/or to the extent the District shall decline in writing to accept the same.

19. INSURANCE AND LEGAL LIABILITIES

A. **Insurance.** Upon mutual agreement, the School shall maintain at its cost such insurance policies as are specified by the District with qualified insurers and in amounts and terms of coverage as are approved by the District, for the operation of the School, including but not limited to property insurance, general liability insurance, workers' compensation insurance, unemployment-compensation insurance, motor vehicle insurance, personal liability bonds for School employees, and errors and omissions insurance covering the School, its governing body, and its employees. Upon mutual agreement and approval of the District's insurance carrier(s), the School may be added as an insured party under the District's policies, provided that the District shall retain all additional costs incurred for such insurance from funding to be distributed to the School.

B. **Risk Management.** The School will promptly report to the District any and all pending or threatened claims or charges; provide the District's legal counsel and superintendent with

all notices of claims within five (5) days of receipt; cooperate fully with the District in the defense of any claims asserted against the District, its Board members, agents or employees arising from or related to the operation of the School; and comply with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the District's and the School's applicable insurance policies. If the School obtains insurance through any policy held by the District, it shall comply with all risk management requirements of the District or its insurer. The School shall pay for its own legal fees, if not covered by insurance.

C. **Limitation of Liabilities**. In no event will the District, Board members, District officers, employees, or agents be responsible or liable for the debts, acts or omissions of the School, its governing body members, its officers, employees, or agents. The School shall include a statement to this effect in each contract or purchase order it enters into with third parties.

D. **Faith and/or Credit; Contracts with Third Parties**. The School shall not have authority to extend the faith and credit of the District to any third party and agrees that it will not attempt or purport to do so. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and agrees to include a statement to this effect in each contract or purchase order it enters into with third parties. The School acknowledges that the School's authority to contract is limited by the same provisions in law or District policies that apply to the District itself.

20. GENERAL

A. **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.

B. **Amendments and Modifications**. No amendment or medication to this Contract will be valid unless ratified in writing by the Board and the School's governing body and executed by authorized representatives of the parties.

C. **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 to be contrary to law, such provision or application will have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction and the parties do not successfully negotiate a replacement provision.

D. **Changes to Law**. The provisions of this Contract, including but not limited to those provisions concerning funding, shall remain binding upon the parties throughout the term of

this Contract notwithstanding any modification to or change in the Charter School Act or similar laws made after execution of this Contract.

E. **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 shall constitute a waiver of any other breach.

F. **No Third Party Beneficiary.** This Contract shall not create any rights in any third parties who have not entered into this Contract, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Contract.

G. **Non-assignment.** Neither party to this Contract shall 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.

19. DISPUTE RESOLUTION PROCESS

All disputes arising out of the implementation of this Contract shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

A. **Informal Negotiation.** If a dispute arises between the District and the School relating to the implementation or interpretation of this Contract, authorized representatives of the District and the School will meet at the request of either party to discuss a resolution to the dispute.

B. **Formal Notification of Dispute.** If the dispute is not resolved, either party may submit to the other a written notice identifying the specific action or omission with which it disagrees, any contract provision which it alleges was violated and specific corrective action or omission it wishes the other party to take or not take. Such notice shall be given twenty (20) days of the time the party knew or should have known of the action or omission at issue.

C. **Non-Binding Arbitration.** If the parties are unable to negotiate a resolution to the dispute within ten (10) days of receipt of such notice, either party may request non-binding arbitration. The party making the request will notify the other party of the request in writing. Within one week of receipt of notice by the other party, the authorized representatives of the parties will attempt to agree on an arbitrator. If they reach no agreement within one week 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. **Procedure.** The arbitrator will conduct a hearing limited to the issues raised in the notice required by Section B above. The arbitrator will have authority to make procedural rules and will issue a report to the parties within thirty (30) days after the close of the hearing. Such a report shall contain findings and a recommendation regarding the issue(s) in dispute. The report submitted by the arbitrator shall be the "decision" rendered in this process under C.R.S. §22-30.5-107.5. Within one week of receipt of the arbitrator's report

by both parties, authorized representatives of the parties will meet to discuss a resolution to the dispute based on the findings of fact and recommendation in the arbitrator's report.

E. **Board Action**. If the parties are unable to negotiate a resolution to the dispute after receiving the arbitrator's report, the parties shall then submit the arbitrator's report to their respective governing boards for action. The District Board of Education's action on the recommendation shall be final and binding, subject only to such appeal as may be authorized by law.

F. **District's Authority**. If the health and safety of the School's students is clearly in danger, the dispute resolution process set forth in this Contract shall not be required prior to the exercise of any contractual right or authority by the District or its Board, including remedial authority for any breach of this Contract, provided that the District's exercise of any such right or authority shall be subject to this dispute resolution process.

G. **Waiver**. Failure to file notice within the time specified in Section B above or failure of a party to advance the process within the times specified shall be deemed a waiver of any further right to contest an action covered by this procedure and shall 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.

H. **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 their own attorney fees.

20. NOTICE

Any notice required or permitted under this Contract will be in writing and will be effective upon personal delivery to any party, upon receipt of a facsimile transmission, or three days after mailing when sent by certified mail, postage prepaid, addressed as follows:

To the District:

By: Kelly Latterman (electronic signature)
President
Steamboat Springs Board of Education

ATTEST:

By: Lara Craig (electronic signature)
Secretary, Steamboat Springs Board of Education

NORTH ROUTT COMMUNITY CHARTER SCHOOL

By: _____

President

NRCCS Board of Education

ATTEST:

By: _____

Secretary, NRCCS Board of Education

Appendix A
Example of NRCCS & SSSD Calculation
July 1, 2020-June 30, 2025

Estimated SSSD & NRCCS Funded Pupil Count	2,673.8
Estimated NRCCS Funded Pupil Count	105.0
NRCCS % of Total	3.9%

Section 11 B & C

	100%	5% Admin
Estimated State PPF	***$7,995***	
Estimated NRCCS FPC	105	
Estimated NRCCS Total Progran	**$839,475**	**$41,974**

Additional Revenue Section 11 D (b)

		NRCCS % of Total	5% Admin
1994 HH (not Voter Approved)	$1,064,000	$41,783	$2,089
2001 Voter Approved MLO	$773,000	$30,356	$1,518
2006 Voter Approved MLO	$800,000	$31,416	$1,571
2019 Voter Approved MLO-4A	$1,200,000	$47,124	$2,356
	$3,837,000	**$150,679**	**$7,534**

Additional Revenue Section 11 D (a)
Federal (Subject to change as Allocation changes)

		NRCCS % of Total	No 5% Admin
Title I	$180,000	$7,069	
Title II	$47,750	$1,875	
Title IV	$10,000	$393	
	$237,750	**$9,336**	

Summary

	Gross	5% Admin	Net to NRCCS
Section 11 B & C	$839,475	**($41,974)**	**$797,501**
Section 11 D (b)	$150,679	**($7,534)**	**$143,145**
Section 11 D (a)	$9,336		**$9,336**
4B Flat Number $70K (FY21)			
	$999,490	**($49,508)**	**$949,983**

Additional Expenses

Section 11 E	
Insurance	($11,856)
NW Boces	($4,983)
Total Reduction	**($16,839)**
Total Net Payment	**$933,143**

UPDATED 6-17-2020