

ADDENDUM TO CHARTER SCHOOL CONTRACT

THIS ADDENDUM TO CHARTER SCHOOL CONTRACT ("Addendum"), effective as of the ___ day of April, 2017, is made and entered by and between the BOULDER VALLEY SCHOOL DISTRICT RE-2 ("School District") and JUSTICE HIGH SCHOOL, a Colorado non-profit corporation ("Charter School"), by its Board of Directors.

RECITALS

WHEREAS, on June 14, 2016, the parties entered into a Charter School Contract ("Contract") that expires by its terms on June 30, 2021; and

WHEREAS, the Colorado Department of Education (CDE) is required to act to approve all non-automatic waivers of state law agreed to between school district authorizers and charter schools; and

WHEREAS, CDE staff has recommended minor changes to Exhibit G of the Contract to which the parties accept;

NOW, THEREFORE, in consideration of the foregoing Recitals, incorporated herein, and their mutual promises, the parties agree as follows:

- A. Exhibit D of the Contract is substituted with the attached revised Exhibit D.
- B. **Ratification.** In all other respects, the Contract will remain unchanged and is hereby ratified and confirmed.

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

JUSTICE HIGH SCHOOL
A Colorado non-profit corporation

By: _____
Name: _____
Chair, Board of Directors

ATTEST:

Date

BOULDER VALLEY SCHOOL DISTRICT RE-2

By: _____
Sam Fuqua, President
Board of Education

ATTEST:

Laura Shafer, Secretary

Date

APPROVED AS TO FORM:

School District Attorney



COLORADO
 Department of Education
 Innovation, Choice and
 Engagement Division

Charter School Waiver Request Addendum

Contact Information
School Name: Justice High Charter School
School Address (mailing): 805 Excalibur Street Lafayette Colorado 80026
Charter School Waiver Contact Name: Dr. Tijani R. Cole
Charter School Waiver Contact's Phone Number: 720-277-6480
Charter School Waiver Contact's Email: tjrcole@hotmail.com

NON

Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title C.R.S. §22-9-106 Local Board of Education, Duties-Performance Evaluation System
Rationale: Charter Schools need flexibility to accomplish its mission and need to be able to develop their own policies and procedures to do so.
Replacement Plan: Justice High Has its policy in place located in its Employee handbook. JHS has system in place which includes training for everyone and quality standards for those being evaluated and for the evaluator.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021. <div style="display: flex; justify-content: space-between;"> Authorizer Date </div>
Financial Impact: None
How the Impact of the Waivers Will be Evaluated: It allows JHS to be flexible in hiring and evaluating personnel based on its unique structure and demographics
Expected Outcome: More efficiency and quality.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title 22-1-110
Rationale: JHS will be responsible for identifying the specifics for how and when it will address the effects of alcohol and controlled substances. JHS will be responsible for identifying the instructional

materials and strategies used to teach these topics and the extent to which these topics will be integrated into the curriculum. JHS will include these topics in its health curriculum, 'Why Try' and its Probation Success program; the extent to which they are taught and the methods used may vary from the districts based upon the exceptional needs of JHS students.

Replacement Plan:

JHS will utilize its own Programming based on its experience with 'at risk' youth. We will utilize our health curriculum and our Probation Success and 'Why try' curriculum using best practices. The school will still be responsible for instruction related to Health and PE standards.

Duration of Waivers:

We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021.

Authorizer

Date

Financial Impact:

None

How the Impact of the Waivers Will be Evaluated:

Program will be evaluated through the normal course of yearly course review.

Expected Outcome: Students will be taught about drug and alcohol issues and will learn strategies to reduce their risk of issues with illegal substances.

N O N

Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title 22-63-204

Rationale: Interests Prohibited. JHS may hire individuals from the professional field that may utilize their own materials to teach programs and the JHS Board is in the best position to determine conflicts of interest and appropriate expenditures.

Replacement Plan:

Interest prohibited. JHS

The JHS Board will determine if a teacher is to receive a part or portion of moneys from the sale, proceeds, profit, or items in lieu thereof if such teacher first obtains the written consent of the employing board.

Duration of Waivers:

We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021.

Authorizer

Date

Financial Impact: None

How the Impact of the Waivers Will be Evaluated:

JHS will comply with all state and federal law outside of this waiver

Expected Outcome:

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title 22-32-109 (1) (t)

Rationale:
JHS is a unique Charter school with a unique demographic which requires unique curriculum solutions

Replacement Plan:
The Board of Directors of JHS will be responsible for the school's curriculum and the selection of textbooks and instructional materials, consistent with the school's mission, goals, and educational program.

Duration of Waivers:
We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021.
Authorizer _____ Date _____

Financial Impact:
NONE

How the Impact of the Waivers Will be Evaluated:
JHS will maintain academic standards for its curriculum that meet or exceed District and or State requirements

Expected Outcome:
JHS will provide students with a strong curriculum based on state and local standards.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title 22-32-110 (1) (k)
Rationale: JHS will adopt its policies for training, professional development and academic improvement
Replacement Plan: The JHS Board has adopted written policies, rules, and regulations, not inconsistent with law, that relate to the efficiency, in-service training, professional growth, safety, official conduct, and welfare of the employees, or any classification thereof, of the district. The practices of employment, promotion, and dismissal shall be unaffected by the employee's religion, creed, color, sex, sexual orientation, marital status, racial or ethnic background, national origin, ancestry, or participation in community affairs.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021. <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">Authorizer</td> <td style="text-align: right;">Date</td> </tr> </table>	Authorizer	Date
Authorizer	Date	
Financial Impact: None		
How the Impact of the Waivers Will be Evaluated: JHS will comply with all state ,and local labor policies.		
Expected Outcome: JHS will remain in compliance with State and Local labor laws.		

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan		
Statutory Citation and Title 22-45-103 (1) (f)		
Rationale: Transportation Fund: requires that revenues from a fee imposed for the purpose of paying excess transportation costs of students be deposited in the transportation fund of the district.		
Replacement Plan: JHS will utilize when convenient district transportation services. JHS will deposit any monies collected from students for transportation costs into its own fund and work with the district to provide transportation to needy students. Pursuant to 22-30.5-112 (e) allowing fees collected from students enrolled in a charter school to be retained by such charter school.		
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021. <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">Authorizer</td> <td style="text-align: right;">Date</td> </tr> </table>	Authorizer	Date
Authorizer	Date	
Financial Impact: None		
How the Impact of the Waivers Will be Evaluated: JHS will comply with the transportation rules as agreed upon in the contract		
Expected Outcome: JHS will comply with the transportation rules as agreed upon in the contract		

NON

Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title 22-63-205

Rationale: Transfer opportunities for teachers from the district to JHS will be determined by the JHS Board.

Replacement Plan:
Teacher Exchange Opportunities; The JHS Board will have authority to provide for the exchange of teachers with a school district in this state or in another state or with a foreign government or agency thereof. The salary of the teacher exchanged will be determined by the parties prior to the transfer.

Duration of Waivers:
We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021.
Authorizer _____ Date _____

Financial Impact:
None

How the Impact of the Waivers Will be Evaluated:
JHS will be available to determine its personnel and compensation system.

Expected Outcome:
JHS will be available to determine its personnel and compensation system.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title 22-32-109 (1) (b)

Rationale:
JHS is a Charter school operating independently of the School District and needs its own policies and procedures.

Replacement Plan:
JHS will be operating independently from other schools in the district, and although some policies will be modeled on district policy, or compliant with district policy, JHS should be delegated the authority to develop, adopt and implement its own operational policies, rules and regulations.

Duration of Waivers:
We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021.
Authorizer _____ Date _____

Financial Impact: NONE

How the Impact of the Waivers Will be Evaluated:
JHS compliance with State rules and regulations

Expected Outcome:
JHS will operate within the rules of local and state laws.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title 22-32:110 (1) (ee)

Rationale:
Personnel Issues should be determined by the charter board

Replacement Plan:
JHS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment policies, rules, and regulations, and providing its own staff training.

Duration of Waivers:
We formally request the waiver be in effect for the duration of our contract with BVSD.
Therefore, the waiver is requested through June 30, 2021.
Authorizer _____ Date _____

Financial Impact:
None

How the Impact of the Waivers Will be Evaluated:
JHS will remain in compliance with all local, state, and federal labor practices.

Expected Outcome:
JHS will remain in compliance with all local, state, and federal labor practices.

NON

Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title 22-63-201

Rationale:
Teacher Employment, compensation and Dismissal should be controlled by the charter.

Replacement Plan:
JHS will develop and implement its own employee handbook and HR process. Based on a plan where the school will meet or exceed the bar for hiring. JHS will has set 'highly qualified; as the bar.

Duration of Waivers:
We formally request the waiver be in effect for the duration of our contract with BVSD.
Therefore, the waiver is requested through June 30, 2021.
Authorizer _____ Date _____

Financial Impact:
NONE

How the Impact of the Waivers Will be Evaluated:
JHS will remain in compliance with all local, state, and federal labor practices.

Expected Outcome:
JHS will remain in compliance with all local, state, and federal labor practices.

NON

Automatic Waivers: Statute Description and Rationale and Replacement Plan	
Statutory Citation and 22-63-206	
Rationale: JHS will control the transfer of teachers and compensation	
Replacement Plan: JHS will select its own teachers. JHS as a charter should have exclusive authority of its employees.	
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021.	
Authorizer	Date
Financial Impact: None	
How the Impact of the Waivers Will be Evaluated: JHS will comply with all state and federal labor laws	
Expected Outcome: JHS will comply with all state and federal labor laws	

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
Statutory Citation and Title 22-32-110 (1) (h)	
Rationale: Termination of Personnel should be within the exclusive preview of the JHS Board.	
Replacement Plan: The JHS Board will determine the process and the rules regarding the discharge or otherwise termination of the employment of JHS personnel.	
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021.	
Authorizer	Date
Financial Impact: None	
How the Impact of the Waivers Will be Evaluated: JHS will have an Employee handbook with all procedures of termination contained therein.	
Expected Outcome: JHS will have an Employee handbook with all procedures of termination contained therein.	

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title: 22-32-113 (5) (a)

Rationale: Permits the Board of Education to submit to voters, at a special election called for such purposes, a ballot question allowing the imposition and collection of a fee for excess transportation costs of students.

Replacement Plan:
JHS has its own transportation plan but will work with the District to provide transportation to students to include utilizing all district options.

Duration of Waivers:
We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021.
Authorizer _____ Date _____

Financial Impact:
None

How the Impact of the Waivers Will be Evaluated:
N/A

Expected Outcome:
Cooperation between JHS and the District on Bond issues

NON

Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title 22-63-202

Rationale: Employment contracts will be developed and maintained by the JHS and JHS administration.

Replacement Plan:
JHS will be responsible for its own personnel matters and should be granted the authority to develop its own employment contracts and terms of conditions of employment which will be compliant with all other local, state and federal laws.

Duration of Waivers:
We formally request the waiver be in effect for the duration of our contract with BVSD.

Therefore, the waiver is requested through June 30, 2021.
Authorizer _____ Date _____

Financial Impact:
None

How the Impact of the Waivers Will be Evaluated:
JHS will remain in compliance with all local, state, and federal labor practices.

Expected Outcome:
JHS will remain in compliance with all local, state, and federal labor practices.

Non-Automatic Waivers- Statute Description and Rationale and Replacement Plan	
Statutory Citation and Title 22-32-126	
Rationale: JHS is a charter and needs to hire its own personnel.	
Replacement Plan: JHS will be responsible for its own personnel matters, including the hiring and tenure of the principal and assistant principal. The success of the school depend largely on its ability to select and employ its own staff.	
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021.	
Authorizer	Date
Financial Impact: None	
How the Impact of the Waivers Will be Evaluated: JHS will remain compliant with state employment rules	
Expected Outcome: JHS will remain compliant with state employment rules	

NON

Automatic Waivers- Statute Description and Rationale and Replacement Plan	
Statutory Citation and Title 22-63-203	
Rationale: JHS should control its own Hiring and personnel process	
Replacement Plan: JHS will be responsible for its own personnel matters and should be granted the authority to develop its own employment contracts and terms of conditions of employment which will be compliant with all other local, state and federal laws.	
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021.	
Authorizer	Date
Financial Impact: None	
How the Impact of the Waivers Will be Evaluated: JHS will remain compliant with state employment rules	
Expected Outcome: JHS will remain compliant with state employment rules	

Non-Automatic Waivers Statute Description and Rationale and Replacement Plan

Statutory Citation and Title 22-32-109 (1) (h), (j)

Rationale:
JHS should be in charge of their own Personnel Process and procedures

Replacement Plan:
JHS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations, and providing its own staff training.

Duration of Waivers:
We formally request the waiver be in effect for the duration of our contract with BVSD. Therefore, the waiver is requested through June 30, 2021.

Authorizer

Date

Financial Impact: NONE

How the Impact of the Waivers Will be Evaluated:
JHS maintains compliance with state and local hiring practices

Expected Outcome:
JHS will maintain compliance with state and local hiring practices

JHS WAIVER REQUEST FROM FOLLOWING POLICIES

Justice High School requests waivers from any Boulder Valley School District policy or future policy which is clearly in conflict with the mission, goals, and educational or social programs outlined earlier in this document. The school specifically waives the following BVSD policies:

Policy Section A: Foundations and Basic Commitments

ABB (also GBB) Staff Involvement in Decision-making; ABC (also JFB) Student Involvement in Decision-making; AFD (also GDN) Evaluation of Support Staff; CF School Building Administration;

Policy E: Surveillance Cameras

ECA-R Waive out of video surveillance cameras. JHS will utilize this security measure based on its population.

Policy Section G: Personnel

GBB (also ABB); GBL Personnel Records; GBM Staff Complaints and Grievances; GC (all) Professional Staff Policies; GD (all) Support Staff Policies; GCEA-R Arrangements for professional staff substitutes; H (all) Negotiations.

Policy Section I: Instruction

IA Instructional Goals; IC School year; ICA School Calendar; IF Curriculum Development; IGA Basic Instructional Program; IGAE Health Education; IGAG Teacher About Drugs, Alcohol and Tobacco; IGAI Sex Education; IH (all) Instructional Arrangements; IJ Learning Materials Selection and Adoption; IIAC Library Materials Selection and Adoption; IICA Field Trips and Excursions; IJOC School Volunteers; IKA Grading Systems; IKAA Final Exams, IKAB Student Progress Reports to Parents, IKB Homework; IKE Promotion and Retention of Students; IKF Graduation Requirements; IO Educational Research.

Policy J: Students

JH Student Absences and Excuses; JFGA Searches; JG Student discipline; JECC-R Open Enrollment Procedures and Information.

Policy K: Public

KH: Public Gifts to Schools; KE Public Complaints; KEC Public Complaints About The Curriculum or Instructional Materials.

Notwithstanding the above waivers, the school will abide by the following:

- Federal and State laws regarding non-discrimination [C.R.S. 22-30.5-104 (c)]
- Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, which requires that there be a mechanism for employees to complain about alleged discrimination (See Sections 19 and 28).

- Colorado Public Employees Retirement Association and Worker's Compensation statutes.
- Fair Labor Standards Act.
- Title VI of the Civil Rights Act of 1964.
- Title IX of the Education Amendments of 1972.
- Federal, state and local laws, as well as BVSD policy, regarding a drug-free work place.
- BVSD policy regarding the right of students to not participate in school activities that are inappropriate due to physical disability.
- BVSD policy prohibiting any explicit or implied endorsement of religion. Studies of the history, literature and politics of religion, or of comparative religion, may be allowed in accordance with BVSD policy.

Non-Automatic Waivers

- 1 C.C.R. 301-1 Administration of the Accreditation of School Districts Rule 2202-R-3.11(4).
- 22-1-110, C.R.S. Effect of use of alcohol and controlled substances to be taught.
- 22-32-109 (1) (b) C.R.S. Board of Education: Specific Duties
- 22-32-109 (1) (n) II (B) C.R.S. Board of Education: Specific Duties
- 22-32-109 (1)(t) C.R.S. Board of Education: Specific Duties
- 22-32-110 (1) (h), (i), (j), (k), (ee) C.R.S. Board of Education: Specific Duties
- 22-32-110 (1) (i) C.R.S. Reimbursement of Expenses
- 22-32-113 (5) (a) C.R.S. Transportation of Pupils
- 22-32-126 C.R.S. Principals-Employment and Authority
- 22-45-103 (1) (f) C.R.S. Transportation Fund