Charter School Renewal Contract
between
Adams 12 Five Star School District
and
Stargate Charter School
July 1, 2019 – June 30, 2022
(potential extension through June 30, 2024)
# Attachments

<table>
<thead>
<tr>
<th>Attachment 1:</th>
<th>School Mission, Vision, and Educational Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment 2:</td>
<td>School Goals and Improvement Strategies</td>
</tr>
<tr>
<td>Attachment 3:</td>
<td>Selected State Laws Applicable to Charter Schools</td>
</tr>
<tr>
<td>Attachment 4:</td>
<td>Conflict of Interest Disclosure Board Member Certification Form</td>
</tr>
<tr>
<td>Attachment 5:</td>
<td>Proposed Graduation Requirements</td>
</tr>
<tr>
<td>Attachment 6:</td>
<td>Automatic Waivers of State Laws</td>
</tr>
<tr>
<td>Attachment 7:</td>
<td>Additional Requests for Waiver of State Laws and/or Regulations</td>
</tr>
<tr>
<td>Attachment 8:</td>
<td>Requests for Waivers of District Policies</td>
</tr>
<tr>
<td>Attachment 9:</td>
<td>Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures</td>
</tr>
<tr>
<td>Attachment 10:</td>
<td>Charter Fees and Services</td>
</tr>
<tr>
<td>Attachment 11:</td>
<td>Additional Rights and Responsibilities of the District and the School</td>
</tr>
</tbody>
</table>
CHARTER SCHOOL RENEWAL CONTRACT

1.0. Introduction and Recitals.

THIS CHARTER SCHOOL RENEWAL CONTRACT, made as of this 19th day of June, 2019 and effective July 1, 2019 (“Contract” or “Agreement”), is between Adams 12 Five Star Schools (the “District” or “Authorizer”) and Stargate Charter School, a charter public school organized as a Colorado non-profit corporation (the “School.” or “STARGATE”). District and School are referred to collectively, the “parties” and individually, as a “party”.

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

WHEREAS, pursuant to the Charter Schools Act, in 1994 the District Board of Education adopted a Resolution approving the School’s charter school application and granting the School a charter; and

WHEREAS, the District Board of Education has successively renewed the School’s charter, with the most recent renewal expiring on June 30, 2019; and

WHEREAS, on February 11, 2019 the District Board of Education adopted a Resolution approving the renewal of the School’s charter; and

THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants and payments contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

2.0 Establishment of School.

2.1 Term.

This Contract is effective as of July 1, 2019 and shall continue through June 30, 2022. At Stargate’s option, it may request a 2-year extension through June 30, 2024, for continued authorization without a formal renewal application. The Superintendent will consider such request and make a recommendation to the Board of Education by September 30, 2021, to allow Stargate adequate time to submit a formal renewal application if needed. Factors for the Superintendent’s consideration will be based on evaluating the School’s progress in implementing the requirements of Attachment 11. In the event the school has appropriately implemented all elements of Attachment 11, extension of the contract shall not be unreasonably delayed, conditioned or denied. Although this Contract is for operation of the School for a period of up to five (5) years, 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 fiscal 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. The School may apply for renewal of this Contract in accordance with procedures set forth in state law and School District policy/regulation.

The parties further agree that any financial obligations on the part of the School contained in this Contract is subject to annual appropriation by the School and the parties agree that the School has financial obligations under this Contract other than for the current fiscal year of the Contract term; and that the School has not irrevocably pledged and held for payment sufficient cash reserves for paying its obligations under this Contract for any subsequent fiscal year during the remaining term of the Contract. This Contract may be renewed for an additional period upon application for renewal in accordance with the state law and District Board approval of the renewal application.

2.2. Charter School Legal Status.

The School is incorporated as a Colorado non-profit corporation. The School shall at all times during the Term continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with all applicable federal, state and local laws, as well as its articles of incorporation and bylaws.

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 shall 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 all public schools unless waived in accordance with Section 5.5 of this Contract. Further, the School is a public entity within the meaning of C.R.S. § 24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act C.R.S. § 24-10-106 (“CGIA”), and is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and therefore subject to the Sunshine Law and the Open Records Act.

3.0 District-School Relationship.

3.1 District Rights and Responsibilities.

   A. Authority and Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations, District policies and regulations. All records established and maintained in accordance with the provisions of this Contract, District policies and regulations, and federal and state law and regulations shall, subject however, to the limitations set forth in the below, be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act 20 U.S.C. § 1232g, et seq. (“FERPA”). Records include, but are not limited to, the following:
i. School records including but not limited to student cumulative files, policies, special education and related services;
ii. Financial records;
iii. Educational program, including test administration procedures and student protocols;
iv. Background checks, personnel and teacher licensing records of school employees to the same extent that such records could be shared by the Colorado Department of Education (“CDE”) and the District under, and subject to the same conditions as are stated in, C.R.S. § 22-2-111 (3)(a), 22-2-119, and 22-32-109.8.
v. School’s operations, including health, safety and occupancy requirements; and
vi. Inspection of the School facility(ies).

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the District’s Superintendent of Schools, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification shall be made within fifteen (15) days of its receipt by the District and shall include information about the substance of complaint taking into consideration any complainant’s request for anonymity.

C. School Health or Safety Issues. The School shall utilize and follow the District’s current school crisis plan. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety. The School shall purchase and maintain a radio that is compatible with the District’s emergency radio system.

Further, the School shall contract with local law enforcement to provide appropriate regular School Resource Officer (“SRO”) support, in consultation with the District’s Director for Safety and Security. The School shall ensure that SRO support is provided in alignment with the United States Department of Education’s Guiding Principles Resource Guide for Improving School Climate and Discipline. In the event the School is unable to secure an agreement for SRO services, it shall immediately provide notice to the District, and the parties shall work collaboratively to assure an appropriate substitute arrangement for school security and safety purposes.

D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, School Performance Framework, Elementary and Secondary Education Act (“ESEA”) school improvement status, Adequate Yearly Progress, accreditation, special education, and funding information.

E. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, the District shall provide to the School the data used by the CDE to
conduct its analysis of the School’s performance and the Department’s initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it reasonably determines to be valid to the Department in accordance with CCR 301-1-10.03. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement and the final accreditation status assigned to the School and the District’s assessment of the progress made by the School toward the goals and objectives set forth in Section 7.1 of this Contract.

Further, in addition to, and notwithstanding any inconsistent or conflicting provisions of, this Contract, Stargate shall:

i. Not spend additional local revenues authorized pursuant to C.R.S. Sections 22-54-107.5, 22-54-108, and 22-54-108.5 or proceeds from bonded indebtedness incurred pursuant to C.R.S. § 22-42-101, et seq. that are allocated for a school authorized by one authorizer to support a school authorized by a different authorizer.

ii. Submit to the District an annual audit including notes and required supplementary information of all schools and facilities of STARGATE operating within the District.

iii. At the conclusion of the audit submit to the District an electronic data file (trial balance) in compliance with the state chart of accounts generated from the annual audit, which uses modified accrual basis of accounting for governmental funds and accrual basis of accounting for proprietary funds.

F. **Access to Student Records.** The School shall timely make available to the District information pursuant to Section G below, and upon request, cumulative files and/or student information regarding special education and related services for students of the School to insure compliance by the School with District policies and applicable laws (unless waived), to facilitate data reporting, to comply with audits, or for any other lawful and necessary purpose in accordance with FERPA. The District shall timely make available to the School information pursuant to Section G below, and upon request 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 shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.

G. **Data Systems.** The School agrees to and shall use the District’s designated student information systems. The School will maintain complete, timely and accurate data in the District’s designated student information systems as necessary for the District’s compliance with state and federal law, including without limitation any provisions for timely and accurate data reporting. Although subject to change, the District’s information systems will generally include student information systems as well as systems for the
tracking of students with disabilities, gifted or advanced students, English Language Learners, students with literacy plans and students with behavior plans. The direct costs for the School’s use of the District’s designated student information systems are described more specifically in Attachment 10.

H. **Additional Rights and Responsibilities of the District.** The additional rights and responsibilities of the District set forth in Attachment 11 are incorporated into this Contract.

3.2 School Rights and Responsibilities.

A. **Records.** The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. The School shall be given reasonable notice of the adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The obligations herein include maintaining up-to-date information about enrolled students in the District’s student information system. In addition, the School shall ensure that records for students enrolling in other schools are transferred in a timely manner following request for the same. Financial records shall be posted in accordance with the Financial Transparency Act and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements, subject to Section 3.1.A. above.

B. **Notification Provided to the District.**

i. **Timely Notice.** The School shall timely but in no event later than three business days notify the District (and other appropriate authorities) in the following situations:
   a. 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 serious violations of law; or
   b. Any formal demand letter or other explicit threat to sue or file a complaint.

ii. **Immediate Notice.** The School shall immediately notify the District of any of the following:
   a. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements or policies, or applicable federal and/or state law;
   b. 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;
   c. The arrest, dismissal, or resignation of any members of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Additionally, the School shall follow all
reporting regulations as required in C.R.S. §22-30.5-110.7(a) & (b) and other relevant laws as required;

d. Misappropriation of funds;

e. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;

f. Any change in its corporate status with the Colorado Secretary of State’s Office that is not cured within 60 days following notice of the same; ; or

g. Any circumstances requiring lockdown, emergency procedures or any other action that may affect health or safety of School students or personnel.

C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5. A list of some but not all, of the federal and state laws with which the School must comply are listed in Attachment 3. Lack of inclusion in Attachment 3 does not excuse noncompliance or non-performance by the School.

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

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

F. Reports. The School shall 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 for the current school year. Timely notification shall be provided when due dates are changed, or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Contract, and the District may take actions outlined in this Contract or as otherwise permitted by law.

i. Unique School Objectives. The School shall annually provide the District with a report no later than August 31 identifying the progress that the School has made on each of its unique objectives included in Section 7.1 and Attachment 1 during the prior school year.

ii. Required financial reports described below, in addition to posting required financial transparency on-line in accordance with C.R.S. §22-44-301, et seq. (including budget summary and CDE-18 format).
d. Monthly financial reports – within 15 days of the close of the month.
e. Annual audit – September 26.

iii. School calendar – April 1 before the next school year.

iv. Health and safety information including report of previous year’s fire and emergency drills and updated emergency plans, emergency contact information. – August 15.

v. Governance information:
   a. Charter Board membership (i.e., names/ contact information and terms) - July 1.
   b. Signed Board Member certification form regarding conflict of interest disclosures (substantially in the form of Attachment 4) – July 1.
   c. Current bylaws – within ten (10) business days after any changes.
   d. Current articles of incorporation – within ten (10) business days after any changes.

vi. Insurance certification for policies required in Section 5.5 below – July 1.

vii. Proof of licensure, certification and/or qualifications for all applicable employees – prior to or immediately upon hire.

viii. CDE Data Pipeline reports – ongoing and regularly, and under no circumstances later than 5 business days before any such report is due to CDE from the District.
   a. Snapshots
   b. Year-Round Collections
   c. Periodic Collections

ix. Financial reporting (due with annual audit).

x. A copy of the School’s current recruitment and enrollment plan required per Section 6.2, and evidence of reasonable progress towards the required goals student demographic goals, including student diversity and the percentage of enrolled students eligible for free or reduced lunch programs- July 1.

xi. Per C.R.S. §22-32-109.1, the School shall comply with the Colorado Safe Schools Act and complete the required information annually by August 31. The School shall submit the information to the individual or office designated in advance by the District regarding safety and security. The District shall be responsible for communicating the information to proper authorities.

The parties acknowledge that this list is not exhaustive of the reporting obligations of the School, and that the District is creating a master list and schedule of reporting and delivery items for charter schools, and that at some point in the future such list shall replace the items set forth above, and it will be updated annually.

E. **Indemnification.** To the extent permitted by law, the School and District each agrees to indemnify and hold each other and their respective employees, directors, officers, and agents harmless from all liability, claims and demands of third parties arising 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, grossly negligent or intentional acts of the indemnitee or its respective employees, directors, officers, or agents. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or other applicable law.

F. Procedures for Articles of Incorporation and Bylaws Amendments. The School shall follow any requirements of the Colorado Revised Non-Profit Corporation Act, CRS § 7-121-101 et seq. (the “Nonprofit Act”), in amending its articles of incorporation and bylaws and shall provide the District with notice of any material changes (as defined in Section 4.1 below) within 10 business days following adoption of the same. The bylaws or policies of the School shall include a requirement that each Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in Attachment 4.

G. District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the Colorado Board of Education (the “State Board”), shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.

ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Article and Section of this Contract or the law or agreement that is in dispute and the grounds for the position that such matter is in dispute. The matter shall be immediately submitted to the President of the Charter Board and the Superintendent of the District and President of the District’s Board of Education, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.

iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to binding arbitration to the extent not inconsistent with the requirements of state law, subject to either party’s right of appeal to the State Board. The parties expressly agree that the arbitrator shall be required to render a written opinion concerning the matters in controversy, together with their findings, and that such opinion shall be binding on the parties, except as provided below.
iv. If either party submits a notice of arbitration, it shall at the same time designate in writing a proposed arbitrator. If the other party does not agree with the designation, then it shall designate an alternate arbitrator within five (5) business days. If the other party does not agree with the alternate designation, it shall give notice within five (5) business days, and the two proposed arbitrators shall meet within ten (10) business days and agree upon a third person to act as arbitrator. Each party shall pay one half of the reasonable fees and expenses of the neutral arbitrator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or arbitrators not jointly appointed, shall be paid by the party incurring such costs.

v. The arbitrator shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such effect.

vi. Either party may appeal an arbitrator’s decision to the State Board within thirty (30) days of the written release of the opinion.

H. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. §22-30.5-110 (3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

i. Withholding up to 10 Percent of the Funds Due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include but are not limited to failure to submit reports listed in Section 3.2.D by the established deadlines, submitting reports in an incorrect format or with errors that cause the reports to be ineligible for submission or rejected, failure to submit other required information or records by the date requested, or failure to submit a budget to the District that meets the requirements of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. §22-30.5-112 (9).

ii. Submitting a Plan to the District to Remedy the Deficiency. The District may require the submission by the School of a plan to remedy the deficiency. The School shall develop the plan and submit it to the District for review and comment. The District may require the School to review and revise the plan if it reasonably determines that the plan is not or will not be effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives as described in this Contract or District accreditation requirements after a reasonable period of time, to implement its educational program as described in this Contract, or fails to complete two or more required reports by the established deadlines.
iii. **Seeking Technical Assistance.** The District may require the School to seek technical assistance from the CDE or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.

iv. **Exercise of Emergency Powers.** The District may request that the Commissioner issue a temporary or preliminary order in accordance with **C.R.S. §22-30.5-701, et seq.**, if the conditions of an emergency exist, as defined therein.

I. **Procedural Guidelines for School Violations of Law or this Contract.** Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in **C.R.S. 22-30.5-701, et seq.**, the District shall, to the extent practicable, engage in a due process procedure below.

i. The District shall give the School written notice of breach or deficiency. The notice shall state the breach or deficiency, the basis for the finding, the reasonable time by which the District expects the deficiency to be remedied, and the expected remedy, unless specifically designated by the District as being at the school’s discretion to propose an acceptable remedy plan for approval.

ii. The District shall give the School a reasonable opportunity to contest District’s determination that a breach or deficiency has occurred. In a non-emergency situation, this means the President of the Charter Board or designee shall be given an opportunity to meet with the Superintendent of the District and the President of the District’s Board of Education or their designees to discuss the notice within five (5) business days.

iii. If the breach or deficiency is not cured within the time specified in the notice, the District may apply remedies **3.2(i) through (iv)**.

J. **District Violations of School Law or this Contract.** If the School believes that the District has violated any provision of this Contract or law, the School may initiate dispute resolution procedures in accordance with **Section 3.2(G)**, or seek other remedies provided by law.

K. **Emergency Powers.** If the District seeks a preliminary order under the Emergency Powers set forth **C.R.S. 22-30.5-701, et seq.**, it shall follow the procedures set forth therein.

L. **Additional Rights and Responsibilities of the School.** The additional rights and responsibilities of the School set forth in **Attachment 11** are incorporated into this Contract.
4.0 School Governance.

4.1 Governance.

The School’s articles of incorporation and bylaws shall not conflict with the School’s obligation to operate in a manner consistent with this Contract. The School’s governing board (“Charter Board”) policies shall provide for governance of the operation of the School in a manner consistent with this Contract. The Charter Board shall operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the method of selection of the Charter Board shall be made in accordance with the procedures described in Section 3.2 F. of this Contract. As used herein, a “material modification” shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents, that significantly increases the number or percentage of votes required to take major actions, or that changes the selection method of the Charter Board or changes the purpose of the entity.

4.2 Corporate Purpose.

The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Charter Schools Act, and purposes ancillary thereto and in support thereof.

4.3 Transparency.

The District and the School acknowledge and agree that the School is subject to the Colorado Sunshine Act (C.R.S. 24-6-401, *et seq.*) and the Colorado Open Records Act (C.R.S. 24-72-100.1, *et seq.*) and any subsequent amendments thereto.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection, including the online publication of Charter Board meeting minutes, agendas, digitally recorded meetings, and meeting notices.

Public notice of all regular and special meetings shall be given and posted in accordance with law. The District reserves the right to require submission or perform an audit of Board materials, including but not limited to, notices, agendas, and meeting minutes.

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

i. School Board membership and contact information for the School Board Chair;
ii. A prominently highlighted widget for machine translation of all website content into other languages;
iii. Content access for individuals with disabilities;
iv. Charter Board annual meeting calendar; and
4.4 Complaints.

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, harassment, retaliation, or discrimination, which shall include an opportunity for complainants to be heard, and if applicable, a neutral third-party investigation to the extent required by law. Any such third-party investigation, if not conducted by a responsible government agency, shall be conducted by such person or entity with qualification in the area being investigated, as reasonably determined by School, subject to approval by the District. The final administrative appeal shall be heard by the Charter Board, not the District Board. The Charter Board shall issue a written decision on any such administrative appeal that involves, relates to, or arises out of any alleged violation of law or any District policy not waived, and copy the District’s Superintendent or designee on any such written decision.

4.5 Contracting for Core Educational Services.

The School shall not have authority to enter into a Contract or subcontract for the management or administration of its core instructional program or services, including special education and related services unless such plan and agreement for the same is specifically approved in writing by the District, which approval shall not be unreasonably withheld, conditioned, or delayed. This shall not prevent the School from engaging independent contractors to teach selected, specific courses, to the extent otherwise permitted by law.

5.0 Operation of School and Waivers.

5.1 Operational Powers.

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract, the Charter Schools Act, and the Nonprofit Act): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; purchasing, leasing, and sale of facilities for the School; 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.

5.2 Transportation.

The School shall be solely responsible for providing transportation services, if any, to students attending the School. This includes any transportation provided as a related service to special education students, except as the same may be recovered from another school district.
5.3 Food Services.

The School shall be solely responsible for providing food services, if any, to students attending the School. If the School provides food service, it shall implement a program to provide free and reduced price meals to qualifying students (through utilization of the CDE Family Economic Data Survey if appropriate) that attend the School.

5.4 Insurance.

The School shall purchase insurance protecting the School, the Charter Board, and employees, and District where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School shall also purchase statutory workers’ compensation insurance coverage. Minimum coverages for the current school year are listed below:

- Comprehensive general liability - $2,000,000.
- Officers, directors and employees errors and omissions - $1,000,000.
- Property insurance - As required by landlord.
- Motor vehicle liability (if appropriate) - $1,000,000.
- Bonding (if appropriate).
- Minimum amounts: $25,000.
- Maximum amounts: $100,000.
- Workers’ compensation - (as required by state law).
- Bus Transportation liability (if applicable, and as required by state law).

The District shall provide timely notice if coverage limits are changed but no less than 30 business days, and any such changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to 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. Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District. The School shall provide certificates of insurance to the District’s Risk Manager by July 1, annually. All of the School’s insurance policies purchased by the School shall, to the extent obtainable in the commercial marketplace, provide that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the District’s Risk Manager. The School shall notify the District’s Risk Manager within ten (10) days if for any reason there is a lapse in insurance coverage, or in the event that the school cannot obtain the required coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

Both parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this Contract.
5.5 Waivers.

A. General. In general, waivers are neither necessary nor appropriate when a statute, rule or policy by its express terms does not apply to a charter School, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute, rule or policy arguably applies to the School and is inconsistent with the School’s operational or educational needs.

B. State Laws and Regulations.

i. Automatic Waivers. Pursuant to C.R.S. § 22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. § 22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is not required to submit a replacement plan, or statement, to the CDE, to specify the manner in which the School intends to comply with the intent of the state statute or State Board rule.

ii. Procedures for Additional Non-automatic Waiver Requests. The District Board agrees to jointly request waiver of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 7. 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 shall meet to negotiate the effect of such State Board action.

iii. Subsequent Waiver Requests. The School may request additional non-automatic waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board if the District’s Board first approves the request. Board of Education approval of requests to waive State law or regulations shall 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 shall meet to negotiate the effect of such State Board action.

C. District Policies.

i. Waivers. The School shall be granted certain waivers from District policies set forth in Attachment 8 to the extent permitted by state law.

ii. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before
the District Board at its next regular meeting. The District Board shall, 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 District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

5.6 Evaluations and Trainings.

A. **Lead Administrator Evaluation.** The Charter Board shall conduct a performance evaluation of the Lead Administrator(s) at least annually, in accordance with **C.R.S. §22-9-106**, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with **Section 5.5** of this Contract. As used herein, a “Lead Administrator is intended to mean any administrator that reports directly to the Charter Board.

B. **Staff Evaluations.** The Lead Administrator or his/her designee shall conduct performance evaluations of the School’s employees at least annually in accordance with **C.R.S. §22-9-106**, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with **Section 5.5** of this Contract.

C. **Training.** The Charter Board shall comply with its policy for its annual training plan (board Policy 1.10 Governance Board Orientation) which specifies that Board members will complete fifteen (15) modules in year one (1), fifteen (15) modules in year two (2), and five (5) modules in each year thereafter from the online charter school governing board training recommended by the CDE. The Charter Board will provide evidence of completed training to the District no later than June 1 of each calendar year. Failure to complete this requirement will be noted in the annual performance report compiled by the District, and the District may opt to treat such failure as a material breach of this Contract.

6.0 School Enrollment and Demographics.

6.1 School Grade Levels.

The School may serve students in grades Kindergarten through grade 12.

6.2 Student Demographics.

As required by the **Charter Schools Act**, School enrollment decisions shall be made by the School in a nondiscriminatory manner. The School shall have and implement a recruitment and enrollment plan 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, making reasonable efforts to enroll a percentage of students that are eligible for free or reduced lunch programs, English Language Learners, and special education programs consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School.
The School shall make reasonable progress toward this goal. The parties acknowledge that the School’s good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in Attachment 9. The School shall document all evidence of said effort in its required recruitment and enrollment plan. 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.

6.3 Maximum Enrollment.

The School and the District agree that during the term of this Contract, the School’s total funded enrollment shall be no more than 1600 K-12 student FTE’s. This limitation on the number of enrolled students is acknowledged by the School and the District as necessary to ensure that the School’s enrollment does not exceed the capacity of the School’s facility. The minimum enrollment is 1300 K-12 student FTE’s, which is determined to be the lowest enrollment necessary for financial viability. These numbers may be revised consistent with the plan approved pursuant to Section 6.1.

6.4 Eligibility for Enrollment.

The School shall 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. All enrollment decisions shall be made in accordance with applicable State and federal law and policy.

6.5 Enrollment preferences, Selection Method, Timeline, and Procedures.

Enrollment preferences, selection method, timeline, and procedures are described in Attachment 9.

6.6 Admission Process and Procedures for Students with Disabilities or a Section 504 Plan.

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 and application process, the School shall require that the student/District provide the most recent IEP or Section 504 Plan, if any. Notwithstanding the foregoing, under no circumstances shall the School require prior to completion of any lottery or enrollment process disclosure of a student’s IEP or Section 504 Plan.

B. When an applicant has an IEP or Section 504 Plan, prior to the decision to admit or deny enrollment, a screening team consisting of the School Principal or designee, the School
special education coordinator, and a District representative shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student’s previous school, and shall make a documented determination whether the services and space and accommodation that can reasonably be made available at the School are sufficient to deliver a Free Appropriate Public Education (“FAPE”) and any programming required by the IEP or the accommodations required by the Section 504 Plan. If the screening team cannot reach consensus that the student can be enrolled, an IEP team or Section 504 team shall be convened to make the documented final determination.

C. When an applicant has an IEP or Section 504 Plan that indicates the student’s placement is in a center-based program, a screening team including a District representative will determine if the type of center-based program indicated on the student’s IEP is available in the School and the staffing and resources are available in the building to provide the student with a FAPE as determined on the IEP. If the type of center-based program and/or staffing and resources are not available, the School Principal or designee shall convene an IEP Team meeting. No communication related to admission or enrollment that takes place prior to such IEP meeting shall to any degree constitute consent to placement of a student at the School or otherwise limit the ability of the IEP Team to make a proper initial placement decision. The student’s enrollment is contingent upon a documented determination by the IEP Team that the student can receive a FAPE in the least restrictive environment (“LRE”) at the School in its existing programs. If the IEP Team determines that FAPE is not available, the student’s application for enrollment will be denied and the student’s current placement will remain as determined by the prior IEP Team unless changed at the School IEP Team meeting. The School shall invite representatives of the student’s prior school to participate in the IEP Team meeting at the School.

D. Enrollment of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is enrolled having an IEP or Section 504 Plan from his/her previous school shall be placed directly in a program that meets the requirements of existing IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.

E. If, after enrolling a District student, the IEP team with District representation determines that the School is unable to provide a FAPE, the student may return to the District and the School shall be responsible for the actual costs incurred by the District in providing the student with FAPE for the remainder of the school year, less any state and federal funding actually received by the District for such student that would have otherwise gone to the School for the provision of services to the student. In the event a student changes placement from one school year to the next, there shall be no chargeback.

F. The School acknowledges and agrees that decisions related to any determination that the School cannot accommodate a student on either an IEP or Section 504 Plan must meet the relatively high standard that demonstrates that such accommodation would represent a “fundamental alteration” of the School’s program, and that financial cost alone, or the fact
that the student requires an accommodation or modification the School does not currently offer, is rarely if ever an acceptable basis for not providing such accommodation or modification.

6.7 Participation in Other District Programs.

No student may be jointly enrolled in the School and another District school or program except as stated herein, otherwise allowed by and in accordance with District policy, or through a separate written agreement between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act.

6.8 Non-resident Admissions.

Subject to its enrollment procedures and priorities, the School shall be open to any child who resides within the School District and to any child who resides outside the School District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless otherwise waived) and this Contract. If the School has more applicants than it has space, preference shall be given to those students who reside within the School District (subject to the priorities and procedures as outlined in Attachment 9), and then to students who are new to the School District. Once accepted for enrollment, a non-district resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.9 Student Movement After Enrollment.

After enrollment in the School, any movement of students between the School and any District school, including the school serving the student’s resident address that is not operated pursuant to a charter school contract, shall be in accordance with the District transfer process, including any applicable provisions of District Policy 5260. Requests for transfer to a District school shall not be unreasonably denied.

6.10 Expulsion and Denial of Admission.

The School shall implement student disciplinary policies and procedures, including policies and procedures for the suspension, expulsion or denial of admission of students and the discipline and placement of students with disabilities, in accordance with state and federal laws and regulations, District policies unless otherwise waived, and the School’s Student Discipline Policy approved by the District. The District reserves the right to audit and/or request submission of the School’s discipline policies and procedures at any time, with or without cause. The authority to hold expulsion hearings AND APPEALS, wherein a student may be expelled from the School, shall remain with the School. The School Board’s annual training shall include specific training pertaining to due process hearing requirements and Colorado law pertaining to student discipline, including discipline of students with disabilities.
In the event the School proposes to expel a student, it shall notify the District administrator responsible for student discipline within 5 school days of the decision to propose expulsion. The School shall offer the student in writing an opportunity for a due process hearing before an independent hearing officer retained at the School’s sole cost, including the opportunity to present appropriate testimony and evidence at the hearing and an opportunity to appeal the School’s decision to the Charter Board, all consistent with C.R.S. § 22-33-106. The School’s governing board shall issue a written decision on any such appeal, copied to the District administrator responsible for student discipline. If a student is expelled from the School, the student will be considered to be expelled from the District as well.

Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the School. Any general education services or alternative education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. The School shall timely notify the student in writing of all legally required post-expulsion services and related information pursuant to C.R.S. § 22-33-203.

The School shall code all student removals from the classroom, including in-school and out-of-school suspensions, and expulsions, in accordance with the District’s practices for its student information system.

Notwithstanding any School policy or procedure to the contrary, all denials of admission, or issuance of out-of-school suspension for periods in excess of five (5) school days, involving any student or applicant for admission, shall be in writing and copied to the District Superintendent or designee.

6.11 Continuing Enrollment.

Students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, voluntary withdrawal, court order, or IEP placement into a different school, and the School shall be considered the student’s home. Students wishing to transfer from the School to another school in the District may do so only as allowed by the District’s within-District choice and transfer procedures. Notwithstanding the foregoing, enrollment in the high school is subject to the enrollment policy and preferences put forth in Attachment 9.

6.12 Student Code of Conduct and Annual Notices.

The School shall make available to parents and students no later than the first day of each school year a student code of conduct that includes all notices and policies required by law to be shared with parents and students, including without limitation, anti-discrimination notices consistent with the requirements of 34 C.F.R. Sections 100.6(d), 106.9, 104.8, 110.25, and 108.9, and 28 C.F.R. Section 35.106, which include (1) a statement by the School of non-discrimination that specifies the basis for non-discrimination; and (2) identification by name or title, address, and telephone number of the School employee or employees responsible for coordinating the
7.1 School Mission, Vision, Unique Goals and Objectives.

The School shall meet or make reasonable progress toward the goals and objectives initially described in Attachment 1 and thereafter set forth in the School’s UIP or other mandated state framework:

A. **District Accreditation.** The School shall be accredited in accordance with written District guidelines and state law, and as otherwise provided pursuant to this Contract. 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.

B. **District Finance, Governance, and Operations Standards.** The School shall meet or exceed District standards, if any, for charter schools in the areas of finance, governance and operations. 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.

C. **Opportunity for Comment.** The School will be given an opportunity for input and comment before the District finalizes its assessment of the School’s achievement on the objectives listed above, which shall be done annually and provided to the School in an annual report pursuant to C.R.S. 22-32-110(1)(b).

7.2 Educational Program Characteristics.

The School shall implement and maintain the characteristics of its educational program, as described in Attachment 2, subject to modification with the District’s written approval, which shall not be unreasonably withheld, conditioned, or delayed.

7.3 GED and On-line Programs.

A. **Online & GED Programs.** The School’s educational program as contained in the application and reviewed by the District does not include an on-line program pursuant to C.R.S. §22-33-104.6, or a GED and the School is accordingly prohibited from offering such online or GED programs.

B. **Additional Programs.** The School shall not offer programs that are a material change or deviation from its mission and vision and educational philosophy without first providing
7.4 Curriculum, Instructional Program, and Pupil Performance Standards.

The School shall 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 shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School’s vision and mission.

7.5 Graduation Requirements.

The School has developed and submitted to the District a policy setting forth its graduation requirements which have been approved by the District. Such graduation requirements do and shall align with state graduation guidelines, and otherwise will not be lower than the District’s requirements. A copy of the graduation requirements, is included as Attachment 5. School shall give the District at least 45 days written notice of any proposed changes to the School’s graduation requirements, before implementing.

7.6 English Language Learners.

A. Compliance. The School shall comply with the Equal Educational Opportunities Act, and provide all necessary and appropriate financial and other resources and support required to follow District policy, any future agreement or plan between the District and any state or federal oversight authorities concerning English Language Learners (“ELLs”), and all applicable state and federal laws and regulations concerning the identification of and delivery of appropriate educational services to students who are ELLs, and parents who are limited English proficient, in order to enable students to acquire sufficient English language proficiency to participate in mainstream English language instructional programs. Without limitation of the foregoing, the School shall comply in all respects with all applicable provisions of the Settlement Agreement dated October 2, 2018 between the District and the United States Department of Justice (the “Settlement Agreement”).

B. Home Language Survey and Assessment. As part of its enrollment procedures, the School shall conduct a home language survey for purposes of determining whether English language acquisition support services are necessary. Consistent with District procedures, the School shall submit the results of surveys to the District’s English Language Acquisition Department. For those students identified as requiring further assessment under state and federal law via the state English language proficiency assessment, the School shall be responsible for timely administering such assessments and reporting results to the District. The School shall be responsible to report to the District annually as referenced below on the progress of all identified ELL students regarding achievement on annual measurable achievement objectives as assessed during the annual testing window established by the CDE. The District will provide access to all District-sponsored trainings regarding
assessment and provision of English Language Acquisition services. Notwithstanding any other provision of this Contract, the School shall annually submit a narrative report and supporting data documenting compliance with all requirements of the federal Equal Educational Opportunities Act, and Title VI of the Civil Rights Act of 1964. That report shall be annually delivered to the District no later than July 1, and comprehensively track all sections and related requirements referenced in Part II of the “Dear Colleague” letter dated January 7, 2015, by the United States Department of Justice and United States Department of Education Office for Civil Rights.

C. Monitoring. In furtherance of this section, the School agrees to comply with the Settlement Agreement, including without limitation the provisions regarding the delivery of ELL instruction, training and qualifications of administrators and teachers, translation and interpreter services for Limited English proficient parents, provision of meaningful access for ELLs to all curricular and extracurricular programs, provision of FAPE and mandatory ELL services to dual identified ELLs who have an IEP or Section 504 Plan, and monitoring of current and exited ELLs and opt-outs. The School further agrees to allow the District to conduct on-site monitoring to ensure the School is in compliance with applicable legal requirements. Any non-compliance observed by the District will be reported to the School in writing. The School agrees to and shall remedy such non-compliance promptly. In no case may the School take more than 30 calendar days to remedy such non-compliance.

D. Remediation. Should the School fail to adequately remedy any non-compliance, the District may opt to draft a remediation plan designed to cure such non-compliance. The School shall immediately implement any remediation plan the District provides in its entirety. The School further agrees not to deviate from or suspend the remediation plan without first obtaining consent from the District. Consent from the District shall not be unreasonably withheld so long as the School has shown that the remediation plan was effective in curing the non-compliance and the school has mechanisms in place, including without limitation changes to policies, procedures or instructional Practices, sufficient to ensure that further non-compliance will not occur.

E. Failure to Comply. The School agrees and understands that any breach of this Section 7.6 and the legal requirements subsumed therein, failure to submit the required annual report that comprehensively addresses all requirements included in Part II of the above-referenced January 7, 2015 “Dear Colleague” letter, or encouraging parents to opt out of receipt of ELL programming, or otherwise dissuading parents from exercising their right to require that their student receive such services, will be considered a material breach hereof, and the District may take any steps necessary under this Contract to cure such breach, including without limitation requiring the School to undertake additional corrective action, or revocation or termination of the School’s charter contract.
7.7 Student Attendance.

The School agrees that it shall comply with all state and federal laws and regulations and District policy concerning student attendance. Attendance shall be tracked using the District’s data system, in a manner consistent with the District’s attendance policy, unless otherwise waived. Attendance of students at the School shall be in compliance with Colorado’s compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

7.8 Gifted and Talented Students.

The School shall cooperate with the District to assist the District in timely identifying gifted and talented students, in accordance with the District’s annual plan submitted to CDE in accordance with Exceptional Children’s Education Act ("ECEA"), C.R.S. §§ 22-20-101, et seq. (“Annual Plan”). The School shall provide resources and support to gifted and talented students to enable them to meet their particular academic and emotional needs with a focus on literacy, mathematics, leadership, and creativity. The School shall follow state regulations, the Annual Plan, and the District’s requirements for identifying, assessing and serving gifted and talented students. The School will timely implement the plan for meeting the needs of gifted and talented students, consistent with the plan provided to the District, and the Annual Plan.

7.9 Education of Students with Disabilities.

A. Compliance Requirements. The School agrees to comply with all District policies, the District’s Special Education Comprehensive Plan, the State Performance Plan Indicators and the requirements of federal and state law concerning the education of students with disabilities. The School will provide a FAPE, including Section 504 accommodations and special education and related services to eligible students with disabilities enrolled in the School at a level consistent with other schools in the District serving the same grade levels.

A description of the special education services to be provided by the District and their cost is set forth below, including in Paragraph 7.9.H. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, the responsibility and costs for providing such transportation shall be the sole responsibility of the School, unless determined otherwise in accordance with the Individuals with Disabilities Education Act, 20 U.S.C.§§ 1400, et seq. ("IDEA") and other applicable laws. A District representative shall participate in any meeting in which the provision of transportation for a student with a disability enrolled at the School is being determined.

B. Monitoring. The School shall cooperate with the District in submitting all necessary reports and information and in meeting other administrative requirements of the District under state and federal laws applicable to the education of students with disabilities. The
District Compliance Director or designee may monitor the School’s compliance and direct such changes as necessary to comply with law or state or District policies concerning the School’s referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities.

C. **Enrollment of Students with Disabilities.** The School shall follow the procedure described in Section 6.6 when enrolling students with disabilities.

D. **Delivery of Special Education Services.** Except to the extent provided otherwise in this Contract, the School shall solely be responsible for the costs of providing all IDEA and ECEA mandated services, including those specialized instructional and related services required pursuant to student IEPs, the services, modifications or accommodations required by a student’s Section 504 Plan, the services described in 7.9.G below, and those services that are typically provided by regular education teachers through the normal educational program, including without limitation, the cost of the regular education teacher and typical educational supplies and services generally made available to all students.

E. **Management of SPED Services in Coordination with District.** The School shall direct the development and/or modification of any IEP for special education students of the School. The District Compliance Director, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services as needed to ensure compliance with federal and State regulations. The School shall use District special education forms, software, and procedures and shall document compliance with the requirements of federal and State law, including procedural due process. The District shall respect the School’s curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

F. **Scope of Special Education Services.**

i. All District schools, including the School, shall offer a continuum of special education services up to and including support services as may be required to provide a FAPE to students with disabilities. The School will provide special education and related services to students in all disability categories and across a wide spectrum of severity ratings who can receive a FAPE within the School’s program, including but not limited to students identified with learning, speech language, emotional, and other needs.

ii. It is recognized that the School, like the District’s other schools, may from time to time encounter students already enrolled who cannot receive a FAPE in the School’s program. For such students, the School shall notify the District’s Compliance Director or designee, and follow the procedures stated in Section 6.6 to determine an appropriate placement. In the event the School enrolls a student and during the same school year it is thereafter determined that the student requires different or additional special education services than initially anticipated, including out-of-District / day treatment facility placements, the School shall be required to provide or arrange for
appropriate services during the term of the student’s continued enrollment in the School and to pay any attendant costs therefore except as may be provided by law.

iii. Notwithstanding any provision of this Contract to the contrary, for out-of-District students who enroll at the School pursuant to open enrollment/choice, the School shall remain solely liable for all costs of providing educational services, including applicable transportation services, for the duration of the student’s matriculation through either the primary or secondary level, consistent with District policy. Notwithstanding the above, the parties acknowledge the School’s right of reimbursement from the student’s district of residence in accordance with Colorado law, and the District will provide reasonable cooperation and assistance to the School in seeking such reimbursement. Further, the School shall be required to secure the attendance at all IEP meetings of a representative of the student’s home district.

G. Special Education Personnel/Service Requirements.

i. The School shall provide all IDEA and ECEA required educational services at the School. The School’s personnel shall be responsible for, without limitation, developing student IEPs; providing IDEA transition services for students ages 18-21, identifying and referring students as provided by the federal Child Find mandate and District guidelines for assessment of special education needs and determination of eligibility for special education services; maintaining records as required by law; providing related services and assistive technology as appropriate; providing tiered pre-referral interventions to the extent required by law or District policy; obtaining informed parental consent for initial evaluations, re-evaluations, and provision of services; providing parents with Procedural Safeguards Notices and Prior Written Notices; providing Extended School Year services; conducting manifestation determination reviews and functional behavior assessments, and preparing behavior intervention plans, as required by law or District policy; and properly carrying out the applicable requirements of each IEP. Special education services provided by the School shall be delivered by teachers, paraprofessionals, and related service providers who are properly licensed, endorsed and trained pursuant to the requirements of the State of Colorado and CDE and state regulation. The School’s special education teachers shall participate in relevant staff meetings, professional development, and trainings sponsored by the District.

ii. Upon request by the District, the School will provide all requested or appropriate documentation to demonstrate the licensure status of School personnel providing special education or related services and of independent contractors providing special education or related services, and, the training received by said personnel, and the steps taken by the School to comply with the requirements of the IDEA, ECEA, and ESSA. The School shall promptly provide the District with documentation that updates this information during the course of the school year to the extent that it has changes in its personnel, independent contractors, or training for staff.
iii. The School is responsible for hiring or contracting all staff, including sufficient numbers of special education teachers and special education paraprofessionals) and services related to the provision of special education services. The District agrees to provide reasonable assistance when practicable to the School in recruiting qualified special education staff upon request.

iv. In accordance with the District’s compliance calendar (or its replacement), the School must report to the District its anticipated budgetary allocation and hiring plan for all special education teachers and related service providers who will be employed for the following year. No later than the first day of the opening of school, all special education teachers and related providers must be hired, appropriately qualified, and available to serve the identified needs of the students. The School shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified.

v. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District’s position shall control.

vi. The School shall have access to and utilize District’s special education / IEP software, at such cost as provided for under this Contract.

H. **District Administrative Support.** District support shall be provided by the School pursuant to the terms of this Contract, by means of purchase of services by School from the District, as referenced in Attachment 10. Special education administrative support services provided by the District for the benefit of the School, include preparation of annual financial and operational plans to CDE required by the District’s status as special education administrative unit for the School; attendance by the District’s Compliance Director or a qualified District designee, as deemed appropriate by the District’s Director, at IEP meetings for the School’s students; delivery of up to two training sessions each year to the School’s staff concerning special education legal compliance, best Practices in the coordinated delivery of required services by District and School staff, and similar matters; attendance at the mandatory state meetings for administrative units; preparation of documentation required by the state and federal governments for receipt of ECEA and IDEA funding; assistance to the School in completing the annual December 1 count of students with disabilities; data entry of special education data into the student data management system; review and monitoring of the School’s special education records; access at no cost to District assessment instruments preparation of all of the special education staff data required by CDE, and routine consultation with the District’s designated representative and other appropriate specialists.

I. **Excess Costs.** Except to the extent the District has expressly assumed liability under this Contract for such costs, the School shall not charge or attempt to charge the District for excess costs, tuition, or any portion whatsoever of the costs incurred by the School in educating any student with disabilities, whether pursuant to C.R.S. § 22-20-109(5), or any
other statute, except that the School shall be entitled to receive such per pupil and categorical special education funds as is otherwise provided for in this Contract. To the extent the School seeks to obtain payment of any such costs from any other school district, the School shall be solely responsible for identifying and recovering such costs.

J. Special Education Claims and Reserve Account.

i. Administrative Proceedings. Subject to Section 7.9(J)(iii) below, the School shall be responsible for the administration and defense of all claims, including federal complaints and "due process" requests, made or filed by or on behalf of students enrolled, or who seek to enroll, in the School.

ii. Adjustment of Claims. The parties acknowledge that applicable law may be construed to charge the District with ultimate responsibility to ensure that students enrolled in the School are not discriminated against on the basis of disability and do receive a FAPE. Accordingly, the District shall at all times have the right to compromise, adjust, or otherwise resolve any complaint, claim, or civil action in which it is alleged that the School has failed to provide any student with a FAPE or has otherwise discriminated against any student on the basis of disability, or to direct the School to do so in a specified manner. The School shall be solely responsible for the cost of legal defense costs, any payment made, or services agreed to be provided to resolve any such complaint or claim, provided that the District shall consult with the School and consider the School's concerns and the unique characteristics of the School's educational program prior to any agreement requiring the payment of money or the provision of services in settlement of any such complaint or claim.

iii. Indemnity. To the extent permitted by law, the School shall indemnify and hold the District harmless from any claim, damages, or costs (including, without limitation, actual and reasonable attorneys' fees, litigation costs, and the costs of compensatory education) and damages related to any claim, complaint, administrative proceeding, investigation, or civil action arising from or related to the School's identification, enrollment, or placement of, or the provision or failure to provide special education services, accommodations or modifications to any student who enrolls or has sought enrollment in the School. The School shall promptly notify the District whenever it knows or reasonably believes any claim has been or is likely to be asserted, any complaint has been filed with any administrative agency, or any administrative or judicial proceeding has been or is likely to be commenced. Upon receipt of such notice, the District shall have the right to conduct such investigation, retain such counsel, and take such other actions as it may deem reasonably necessary to protect its interests. The District shall be entitled to have one or more representatives attend any meeting or proceeding regarding any such matter and shall be provided sufficient notice to permit such attendance. The School shall cooperate fully with the District with respect to all such actions described in this section.
iv. Special Education Reserve Account.

a. The School shall maintain a separate special education reserve account in the amount of $200,000 as a financial reserve to ensure compliance with the foregoing indemnity provision. Such reserve shall not in any way limit the School’s obligation to indemnify the District pursuant to any provision of this Contract; in the event the special education reserve account is insufficient to fully pay costs incurred in connection with any claim or claims, the School shall remain fully responsible for any and all costs incurred in connection with such claim or claims. The funds held in reserve may be used by the School pursuant to the foregoing indemnity and adjustment provisions and may be used to pay costs directly related to the defense or resolution of any claim or complaint asserted or made by or on behalf of any student with disabilities or any student asserting to be a student with disabilities.

b. Only with the District’s written agreement, which shall not be unreasonably withheld, conditioned, or delayed, the School may use funds from the reserve to pay for extraordinary costs required to provide a FAPE to a special education student where such extraordinary costs could not reasonably have been anticipated by the School prior to the fiscal year. If money is withdrawn from the reserve fund, the School shall be required to replace all sums withdrawn by the end of the current fiscal year.

K. State and Federal Funding.

i. The School shall receive 100 percent of Tier A and Tier B per pupil ECEA funds received by the District for special education students enrolled in the School and counted in the School’s prior year December special education pupil count. The School shall also receive 100 percent of IDEA funds received by the District during each school year for special education pupils enrolled in the School’s special education pupil count during the previous school year. The School agrees that no funds will be available for any special education students whose records are not in compliance with state and federal requirements and will ensure that all special education students have a valid IEP with correctly submitted and entered data as required for the December count. The parties agree that the District shall distribute the foregoing amounts for ECEA in two allocations of 90% and 10% as distributed by CDE within 10 days following receipt. For IDEA the District will distribute to the School upon receipt of complete and accurate time and effort reporting and/or other expenditure documentation as required by 2 C.F.R. Part 200 of the Uniform Grant Guidance.

ii. In the event the School enrolls a special needs student who might qualify for Tier C state funding (currently pupils with annual education costs in excess of $40,000) the District shall submit on the School’s behalf, or shall authorize the School to present directly to the Colorado Department of Education, a request for Tier C funding for such
pupil(s), and the School shall receive 100% of any Tier C funds received for that student(s).

L. **Section 504.** As a recipient of federal funds, the School is at its sole cost responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for protections under that law. The School shall comply with its obligations by identifying a Section 504 coordinator for the School who shall participate in any mandatory Section 504 trainings provided by the District, and by developing a written Section 504 plan for any student eligible for such a plan. The District’s Compliance Director or designee may, subject to the Coordinator’s availability and District workload, and as a purchased service pursuant to **Attachment 10,** review the School’s referral process, evaluations, reevaluations, programming and provision of services for students eligible for protections under Section 504 and direct such changes as s/he may deem necessary, provided that the failure of the District’s coordinator to direct any change at the School shall not make the District legally or financially responsible for the School’s noncompliance.

M. **Compliance.** Notwithstanding any provision of this Contract to the contrary, on an ongoing basis, the District will assess the performance of the School with regard to special education. If—in the District’s sole but reasonable determination—the District finds the School’s performance with regard to special education to be deficient pursuant to state and federal law, the District may take remedial steps. Such steps may include, but will not be limited to, increasing the District’s level of oversight of the School. Should the District determine that remedial measures are necessary, the District will oversee implementation of such measures. In the instance where the District takes on responsibility for tasks that would otherwise be carried out by the School due to noncompliance, the District may retain commensurate funds. Such circumstances are expected to be highly unusual. A written agreement specifying the services to be provided and their cost shall be executed, which agreement shall constitute an amendment to this Contract, at the time of any such unusual intervention.

**7.10 Collaboration with District**

A. The School shall provide reasonable notice to the District before expanding a before, after school or summer program.

B. The School shall provide reasonable notice to the District before entering into any partnership or intergovernmental agreements with other government entities.

C. The School may take part in cooperative purchasing discounts and/or promotions made available to other District schools by contracting organizations, provided such School participation does not result in additional cost to the District.
7.11 Extracurricular and Interscholastic Activities.

Subject to the provisions of C.R.S. § 22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may try out for extracurricular and interscholastic activities not offered at the School. The School or parents shall be responsible to make appropriate arrangements consistent with state law, CHSAA regulations and District policy, with the District schools of enrolled students seeking to participate in activities not otherwise sponsored by the School. The student may try out at the school in the District designated by the District in accordance with the law, CHSAA regulations and District policy. The School and the student shall comply with all applicable rules of the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the student or the School shall be responsible for payment of the fee.

The District is not required to provide transportation of the School’s students to other schools in the District to enable them to participate in extracurricular and athletic practices, rehearsals, and meetings, or to otherwise expand transportation provided for such activities and events. The School and/or parents of students enrolled in the School shall be solely responsible for transportation for such activities for all students of the School, including students with disabilities, as necessary for such participation. In the event the District provides transportation for an extracurricular group or athletic team to participate in a competition, students of the School shall be provided District transportation from the same departure and return points as provided to the other District student participants in the activity. Nothing herein shall be construed to require modification by either party of any calendar or schedules for extracurricular programs.

7.12 Tuition and Fees

A. **Tuition.** The School shall not charge tuition, except as otherwise provided in C.R.S. §22-20-109(5), § 22-32-115(1) and (2) and § 22-54-109, other than for before and after school programs or as otherwise permitted by law.

B. **Fees.** Student fees may charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. §22-32-110(1)(o) & (p) and § 22-32-117, and any applicable District policy, specifically including District Policy 5360, not otherwise waived.

C. **Indigent Students.** The School shall waive all fees, including class trip fees, for indigent students in accordance with applicable federal and state law, and District policy, including District Policy 5360. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall annually survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with CDE regulations.

D. **Volunteer Requirements.** Any requirement adopted by the School that requires parents commit to or accrue a number of volunteer hours shall be subject to a waiver process that
8.0 Financial Matters

8.1 Revenues.

A. District per pupil revenue funding. District per pupil revenues (“PPR”) shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, plus any applicable capital construction grant payments pursuant to C.R.S. §22-54-124, minus the following: the estimated amount of the School’s per pupil share of the central administrative overhead costs (up to five percent of PPR) based on the prior year’s central administrative overhead costs and the current year budgeted pupil count, as provided by law or as agreed to, in writing, by both Parties in any subsequent written agreement, less deductions for direct costs, optional purchased services, less intercept transfers per the State Treasurer Charter Intercept Agreement, less other deductions as provided herein and adjusted as provided herein, including as referenced in Attachment 10. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payment from the District to the School.

The District, upon request of the School, shall allow the School to contest any adverse count audit in the name of the District through the administrative appeals process. The District may make financial adjustments effective as of the date of any final audit report, notwithstanding an administrative appeal.

The District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within 90 days after the end of the fiscal year as required by law. The actual central administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed party, up to the 5% cap required by law.

B. Mill Levy funds. Mill Levy funds will be distributed to the School in accordance with C.R.S. §22-32-108.5, including any plan implemented by the District Board of Education pursuant to that statutory provision. A plan for the proposed use of such funds shall be submitted to the Superintendent’s designee annually as a component of the budget proposal and approval process identified in Section 8.3 of this contract.

C. Federal Categorical Aid. Except as provided otherwise in this Contract, each year the District shall provide to the School the School’s proportionate share of applicable federal
ESEA funding (e.g., Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the CDE as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation. Should the School fail to timely or adequately submit required information, the District may in its sole discretion choose to pursue federal categorical aid without the participation of the School. The School will not be eligible for any of the funds received by the District for categorical aid where the School was untimely, inaccurate or otherwise failed to meet the requirements or deadlines for such aid and the District applies for and receives aid without the participation of the School.

D. **State Categorical Aid.** Each year the District shall provide to the School the School’s proportionate share of applicable state categorical aid received by the District for which the School is eligible, (including but limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the CDE as required.

E. **Bond Issues.** Pursuant to **C.R.S. §22-30.5-404**, the District shall allow for representation by charter schools on the District’s long-range planning committee and any committee established by the District to assess and prioritize the District’s capital construction needs and shall notify charter schools of the committee’s meeting schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. 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. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same it shall notify the School of the reasons why, and the School may then, request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current **C.R.S. §22-30.5-404 and 405**.

F. **Other Grants.** The School will receive their proportionate share of the money the District receives through relevant State and Federal grants based on the number of students at the School qualifying for such funds.

**8.2 Disbursement of Per Pupil Revenue.**

A. **Disbursement of District Per Pupil Revenue Funding.** Commencing in July of each fiscal year of the Term, District per pupil revenue funding as described in **Section 8.1.A** shall be disbursed to the School in monthly installments, subject, however, to annual
B. Adjustment to Funding. The District’s disbursement of funds shall be adjusted as follows:

i In January of each year, funding shall 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 this District and not otherwise deducted. Funding each month may also be adjusted for any services provided by District in accordance with this 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 shall be made to the School’s funding. Any adjustments to funding so that funding is equal to the PPR provided for in this Contract shall be made by direct payment to the School or the District.

8.3 Budget.

On or before May 31 of each year, the School shall submit to the District its proposed balanced budget for the following school year. The School shall ensure that its proposed budget complies with state law and the terms and conditions of this Contract. The budget shall be prepared in accordance with C.R.S. §22-30.5-111.7(1)(a) and §22-30.5-112(7), and the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. A material violation of this Section may result in the District initiating remedies described in Section 3.2.1.

8.4 Enrollment Projections.

Each year by December 1, the School shall provide the District with preliminary estimates of its anticipated enrollment for the next five years along with any discussion or plans under consideration for any increase or decrease of enrollment greater than five percent (5%) of the official membership for the current school year. On or before February 1 of each year, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year. The parties agree 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 shall not be used by the District for the purpose of restricting the School’s enrollment or otherwise inhibiting the growth of the School.
8.5 TABOR Reserve.

The School’s ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution (“TABOR Reserve”). The School is solely responsible for maintaining a TABOR Reserve in accordance with and adequate to meet the requirements of Article X, Section 20 of the Colorado Constitution.

8.6 Contracting.

The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the District, and the School’s authority to Contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each Contract or legal relationship entered into by the School having a value greater than $2,500 shall 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 Contract.

B. Any financial obligations of the School arising out of this Contract are subject to annual appropriation by the Charter Board unless reserves have been irrevocably pledged by the Charter Board to pay future year’s obligations under such agreement.

8.7 Annual Audit and Trial Balance; Data File.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in written form by September 26 of each year. The School shall pay for the audit. In addition, the School shall provide the final trial balance in an electronic format (excel) to the District using the CDE chart of accounts and file format with the submission of the annual independent financial audit. If, for causes within the School’s control, the audit, or a draft final version of the audit to the extent allowable by law, is not provided to the District by September 26 of each year, 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. If the failure to provide the audit to the District by September 26 is due to causes beyond the School’s control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time.

8.8 Monthly Reporting.

The School shall prepare monthly financial reports for the District in compliance with C.R.S. §22-45-102(1)(b), and post required reports pursuant to C.R.S. § 22-44-301, et seq. Such reports shall be submitted to the District no later than fifteen (15) business days following the end of each
month, except that all June and year end reports shall be submitted with the annual independent financial audit.

8.9 No Commingling.

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.10 Encumbrances and Borrowing.

During the Term of this Contract, the School shall not engage in borrowing where the annual payments under such borrowing are above 15% of the School’s annual budgeted revenues without first providing prior notice to the District and an opportunity for the District to review and comment to determine if overall debt of the School is within in accordance with sound fiscal management Practices.

8.11 Loans.

No loans may be made by the School to any person or entity (other than reasonable employee advances or to another related or an affiliated entity) for any purpose without District approval, which approval shall not be unreasonably withheld conditioned or delayed if such loan is determined to be consistent within sound fiscal management Practices.

9.0 Personnel

9.1 Employee Status.

A. All employees hired by the School shall be employees of the School and not the District. All employee discipline decisions shall be made by the School. The District shall 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 by the School to the District by August 15, annually. The Employee Handbook may be amended or revised at the discretion of the School. The School agrees to provide the District notice of substantive changes to the Employee Handbook within 15 days of such change.

B. The School shall establish and implement procedures for conducting background checks (including a check for criminal records and fingerprinting) of all employees to the extent required by state and federal applicable laws, rules and regulations, including but not limited to C.R.S. §22-30.5-110.5 and §22-30.5-110.7. This includes ensuring that all independent contractors and companies that place employees in the School complete the requisite background checks.
10.0 Service Contracts with the 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 C.R.S. §22-30.5-112(2)(b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply. Unless set forth in this Contract or a separate agreement, such costs should be reflected in Attachment 10. If the School and the District do not reach agreement regarding the payment of such direct costs prior to the end of a fiscal year, the District shall be barred from withholding from the School any moneys as reimbursement for direct costs. The District shall provide an itemized accounting to the School for the direct costs incurred by the District hereunder with the itemized accounting provided pursuant to Section 8.1.A above.

10.2 District Services.

Except as is set forth in Attachment 10 or as otherwise specifically provided in this Contract, the School shall not be entitled to the use of or access to District services, supplies, or facilities. Such agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise be agreed in writing. Such agreements shall be finalized May 31 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

The School acknowledges and agrees that due to District staff and resource limitations, the District does not warrant or represent that any District services referenced in Attachment 10 will actually be available, and that that availability is subject to workload, availability, and capacity constraints on District staff.

The School further acknowledges and agrees that in the event that District services are unavailable, the School will be solely responsible for adding additional qualified FTE/staffing, or retaining qualified third-party contractors to fulfill the School’s obligations under this Contract. If any of such contracted resources listed on Attachment 10 are not available, as and when needed by School, it may give notice to the District, and the School may contract elsewhere for the same, and the School shall receive a credit for any amounts paid for such services in advance, that have not been used when the School contracts elsewhere.
11.0 Facilities

11.1 School Facility.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it.

11.2 Use of District Facilities and Transportation.

A. **District Facilities.** The School may use District facilities for activities and events, subject to this Section 11.2. Any use of District facilities must be arranged through the District’s Facilities Reservations Department and shall be subject to applicable usage fees charged to other District users.

B. **District Transportation.** The School may, subject to availability, reserve for use buses or other vehicles available to transport students for field-trips, athletics and other extra-curricular activities. Any use of District transportation vehicles must be arranged through the Transportation Department and shall be subject to applicable usage fees charged to other District users.

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 shall not be obligated to provide an alternative facility for use by the School to operate the School.

12.0 Charter Renewal, Revocation and School-Initiated Closure

12.1 Renewal Timeline and Process.

The School shall submit its renewal application by December 1 of the year before this Contract expires, or such other deadline as is required by applicable law. At least fifteen (15) days prior to the date on which the District Board will consider whether to renew the charter, District personnel shall provide to the District Board and School a written recommendation, including the reasons supporting the recommendation, concerning whether to renew the charter. The Board of Education shall act on the renewal application by resolution no later than February 1 of the year this Contract expires following a public hearing where the School shall have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

12.2 Renewal 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
accrual indicators. The format of the renewal application shall be provided to the School by the District prior to July 1 of the year in which the application is due. The District may modify this format, but shall not do so prior to seeking input from the School.

12.3 Criteria for Renewal or Non-renewal and Revocation.

The District may terminate, revoke or deny renewal of this Contract for any of the grounds provided by state law, C.R.S. §22-30.5-110.3, as they exist now or may be amended or material breach of this Contract. Grounds for termination, revocation, or denial also include but are not limited to, failure to meet adequate progress toward achievement of the goals, objectives, targets for the measures used to determine the levels of attainment of the performance indicators, applicable federal requirements, or other terms or conditions identified in this Contract. Those requirements include:

A. Pursuant to C.R.S. §22-11-210 (1) (d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of three (3) consecutive years or any lesser number of years established by the State Board after which closure, or restructuring is required.

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

12.4 Termination and Appeal Procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2.1. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. The District may impose other appropriate remedies (see Section 3.2.1) for breach.

12.5 School-initiated Closure.

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 ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of District choice enrollment dates.

12.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall 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 shall 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 12.7 below and 2) reassignment of students to different schools. School personnel and the School’s governing board shall 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.

12.7 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, shall be returned to the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease, subject, however, to the terms of such lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall 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 shall 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.

13.0 General Provisions

13.1 Order of Precedence.

A. Practices. In the event of any conflict among the organic documents and practices defining the relationship of the parties, it is agreed that this Contract shall take precedence over policies of either party and the Application; applicable policies of the District Board that have not been waived shall take precedence over policies and Practices of the School and the Application; and policies of the School and mutually-acceptable Practices developed during the term of this Contract shall take precedence over the Application.

B. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Contract, second, the Attachments, and last the Application.

13.2 Amendments.

No amendment to this Contract shall be valid unless ratified in writing by the Charter Board and executed by the Superintendent of the District and an authorized representative of the School.
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 No 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. Such consent shall not be unreasonably withheld, conditioned or delayed.

13.5 Governing Law and Enforceability.

This Contract shall be governed and construed according to the Constitution and laws of the state of Colorado. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction and the parties do not successfully negotiate a replacement provision. The parties agree, 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 shall be strictly reserved to the District and the School. Nothing contained in this Contract shall 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 shall 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 shall constitute a waiver of any other breach. Nor shall any provision of this Contract be deemed to constitute a relinquishment or waiver by either party of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act.
13.8 Notice.

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt), or one day after deposit with a nationally recognized overnight courier, or three days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

Notice to the District shall be sent to:
Charter School Liaison
Adams 12 Five Star Schools
1500 East 128th Avenue
Thornton, CO 80241

Notice to the School shall be sent to:
Executive Director of Academics
14530 Washington Street
Thornton, CO 80023

13.9 Severability.

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

13.10 Interpretation.

A. Application. Unless waived, compliance by the School with this Contract, District Board policies, procedures, regulations, and requirements shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable district schools.

B. Business Days. As used in this Contract “business day” means any day other than a Saturday or Sunday or a day on which government institutions in the state of Colorado are closed. All other references simply to “day” shall mean a calendar day.

C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

The captions and headings set forth herein are for convenience of reference only, and shall not be construed to limit or define the terms and provisions hereof.

Stargate Charter School

By: _______________________
Calley Herzog
Board President

Adams 12 Five Star Schools

By: _______________________
Chris Gdowski
Superintendent
Mission Statement

Stargate School will provide a differentiated program designed specifically to meet the needs of identified intellectually gifted learners in order to challenge each student’s academic abilities, support their unique emotional needs, promote individual character development and encourage a life-long love of learning.

Vision Statement

Stargate community will be a leader and innovator in intellectually gifted education by providing a learning environment to meet gifted students’ needs.

Stargate was founded over 24 years ago specifically to serve the gifted student population. The term “gifted” refers to learners who have advanced cognitive abilities and heightened intensity, whose thoughts and feelings are more complex and of greater depth than typical learners, even when compared to high achieving children. Because of the complexity of their thought processes and their emotional intensity and sensitivity, gifted children see or perceive the world differently. They are highly curious and have exceptional reasoning ability, perceptiveness, and insightfulness.

Because the development of gifted learners is atypical or asynchronous throughout a lifespan in terms of awareness, perceptions, and emotional responses, their social and emotional growth is of utmost importance in their potential development. That’s why, at Stargate, we have created a learning environment designed specifically for gifted children, where emotional and social development is integrated into curriculum and instruction and viewed as a critical factor in each student’s educational success. At Stargate, it is normal to help students deal with and accept their asynchronous development, intensities and sensitivities, and to assist them in finding ways to channel these areas effectively into positive expressions. We help them find strategies to manage the confusion, frustration and self-criticalness that can result when one develops asynchronously or unevenly as gifted children do.

It is with this in mind that Stargate has developed its core values in order to ensure that the school will fulfill Stargate’s mission to meet the needs of identified gifted learners - not only intellectually, but emotionally as well.

Stargate’s Core Values:

- Education is first
- Quality and hard work
- Love of learning
- Self confidence & personal accountability
- Diversity
- Community involvement
- Continual improvement

Gifted learners require a differentiated, more individualized curriculum which offers flexibility in the pacing and depth of learning, as well as in complexity and challenge. Stargate and our community provide a framework within which gifted students can learn to understand, develop, and value their giftedness.

Tab A - Stargate Mission and Vision
Stargate curriculum and instruction for the gifted provides:

- Content delivery that allows for flexible pacing and depth
- Learning processes designed to promote creativity
- Higher level thinking skills and problem-solving
- A learning environment that is open and supportive of diverse learning styles and needs
- An atmosphere that is calm and supportive, as well as stimulating, imaginative and colorful
- A variety of resources that support the development of gifts and talents
- Opportunities to make choices among challenging materials

In order to meet the needs of identified intellectually gifted learners and challenge each student’s academic abilities we offer needs based ability grouped classes in literacy and math for grades K-8. For example we have had four 3rd grade literacy classes based on the abilities of our the 3rd grade students: one taught using 3rd grade standards, two using 4th grade standards, and one using 5th grade standards. Math is structured the same way. For example, in 8th grade math, we have some students in a “grade level” 8th grade math class, some students in a high school Algebra I class, some students in a high school Geometry class, and some students in a high school Algebra II/Trigonometry class.

In high school, we offer needs based ability grouped classes in all content areas. All students will continue their progression in English and math and are also offered college-level class options in science and social studies through our Advanced Placement (AP) courses. If a student progresses through all AP course offerings in math and English, they are able to take advantage of two concurrent enrollment college courses we offer in math: Calculus III and Applied Linear Algebra, and two concurrent enrolment courses we offer in English: College Composition and College Literature. Our concurrent enrollment courses are offered in partnership with the CU Succeed program, where students take the courses at Stargate and earn both Stargate High school credit and transcripted University of Colorado credit.

The newest and most exciting way Stargate supports active learning is through our Adroit class. Adroit is a one-of-a-kind, forward-thinking, passion-based program. Adroit was founded on the Design Thinking process that has been pioneered by the prestigious Stanford d.school in California. Design Thinking is a human-centered, solution-finding pedagogy. Its foundation is empathy, and students engage in the 21st Century Learning process of inquiry, critical thinking, creativity, and collaboration. Students practice transforming their ideas into reality. The Adroit program has since expanded to be a combination of Makerspace, Design/Engineering Challenges, Design Thinking, and connecting passion to postsecondary options, all leading to a more meaningful college and career path. Adroit nourishes a culture of prototyping, which is paramount to creativity, innovation, and giving students the freedom from perfectionism and being risk-averse. For a more in-depth description of our Adroit program, including a grade level snapshot, please see the attachment below.
This year, Stargate welcomes our largest student population ever. The demographic breakdown of the students we serve this year is outlined below.

**Student Demographics for the 2018-2019 school year**

<table>
<thead>
<tr>
<th></th>
<th>Elementary</th>
<th>Middle</th>
<th>High</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of students enrolled</td>
<td>594</td>
<td>408</td>
<td>435</td>
<td>1437</td>
</tr>
<tr>
<td><strong>Gender</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Male</td>
<td>284</td>
<td>194</td>
<td>221</td>
<td>699</td>
</tr>
<tr>
<td>Female</td>
<td>310</td>
<td>214</td>
<td>214</td>
<td>738</td>
</tr>
<tr>
<td><strong>Ethnicity as identified by parents</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic</td>
<td>62</td>
<td>33</td>
<td>51</td>
<td>146</td>
</tr>
<tr>
<td>American Indian</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>15</td>
</tr>
<tr>
<td>Asian</td>
<td>155</td>
<td>98</td>
<td>99</td>
<td>352</td>
</tr>
<tr>
<td>Black or African American</td>
<td>10</td>
<td>9</td>
<td>7</td>
<td>26</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>White</td>
<td>457</td>
<td>320</td>
<td>341</td>
<td>1118</td>
</tr>
<tr>
<td>Multiracial</td>
<td>44</td>
<td>27</td>
<td>22</td>
<td>93</td>
</tr>
<tr>
<td>ELL receiving services</td>
<td>15</td>
<td>0</td>
<td>0</td>
<td>15</td>
</tr>
<tr>
<td>ELL services waived (as of 9/7/18, TBD once testing is complete)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>ELL receiving monitoring only</td>
<td>82</td>
<td>58</td>
<td>35</td>
<td>175</td>
</tr>
<tr>
<td>ELL to be tested</td>
<td>22</td>
<td>2</td>
<td>7</td>
<td>31</td>
</tr>
<tr>
<td>504 plan</td>
<td>24</td>
<td>33</td>
<td>34</td>
<td>91</td>
</tr>
<tr>
<td>IEP</td>
<td>34</td>
<td>19</td>
<td>18</td>
<td>71</td>
</tr>
<tr>
<td>Free/reduced lunch (still processing applications for 2018-19)</td>
<td>16</td>
<td>13</td>
<td>15</td>
<td>44</td>
</tr>
<tr>
<td>ALP</td>
<td>358</td>
<td>298</td>
<td>230</td>
<td>886</td>
</tr>
</tbody>
</table>

Tab A - Stargate Mission and Vision
Elementary Adroit
Stargate students begin Adroit classes in kindergarten, and it is a class that all students in grades K-5 have for one trimester each school year. The curriculum is focused on introducing the five design-thinking concepts - Empathize, Define, Ideate, Prototype and Test - and letting students use their creativity and imaginations to explore the world of Adroit.

The Elementary School Adroit curriculum was created to lay the foundation for the design-thinking process, and develop a mindset that allows students to approach each problem with the idea and belief that they can solve it using the five stages of design thinking. Students are supervised, yet allowed to explore problems and projects using their natural creativity and innovative thinking. In addition, students are taught that failure is part of the process of creation, and can often lead to the best solutions as the end result.

Students are encouraged at every level to use Adroit time to discover their passions with the idea that their passions are important and valuable, and can have real world applications beyond the walls of Stargate. The passions of the students do not have to be academically-oriented; they are encouraged to pursue any passion that speaks to them.

The most important aspect of the elementary school years of the Adroit program is developing the mindset and confidence that all problems are solvable when approached correctly, as well as the idea that their passions are important and deserve focus, time and attention.

The goal is that Adroit and design thinking allows students the opportunity to integrate all five stages - Empathize, Define, Ideate, Prototype and Test - into their college experience and careers beyond school.

Middle School Adroit
Adroit at Stargate Middle School works on continuing to develop the five design thinking concepts. Middle School Adroit allows students more freedom to create and innovate, and begin to discover and develop their areas of passion. As students move into the Middle School years, they are encouraged to become more independent in their creations and begin to connect the dots with real world issues as well.

Students attend Adroit more often as they enter middle school, and are able to spend more time on creation and innovation, as well as group work.

High School Adroit
At Stargate High School, Adroit intensifies and broadens to allow students the opportunity to implement Adroit thinking into every aspect of their daily lives.

Adroit at the High School level is designed to prepare students for their post-secondary journey, whether that includes college, trade school, or pursuing a career. The program is designed to help students discover their passion and explore ways to turn this passion into a pursuit beyond Stargate. Through Adroit, students will explore who they are socially/emotionally, engage in college and career research and planning, gain real-world experience in careers that interest
them, experience the design thinking process and develop a life-long love of learning by completing passion projects.

The goal throughout the last years of Adroit is to fully integrate Adroit-based thinking into every aspect of students' lives. The hope is that students continue to implement their ability to approach every problem with the mindset of solving it. Students also understand that failure is part of every process of creativity, and that continuing to try despite failure is essential to success in the end.

### Adroit Grade Level Snapshot

<table>
<thead>
<tr>
<th>Grade</th>
<th>Essential Outcomes</th>
<th>Major Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>K</td>
<td>• Introduce Makerspace Mindsets.</td>
<td>• Fort Fun</td>
</tr>
<tr>
<td></td>
<td>• Introduce how to use the materials in the Adroit space.</td>
<td>• Papa's Mechanical Fish</td>
</tr>
<tr>
<td></td>
<td>• Introduce the Culture of Prototyping and understand what is a prototype.</td>
<td>• Mini Design Challenges to learn and practice the 4Cs: Collaboration, Creativity, Critical Thinking, Communication</td>
</tr>
<tr>
<td>1</td>
<td>All of the above plus students:</td>
<td>• Rosie Revere Engineer</td>
</tr>
<tr>
<td></td>
<td>• Further Explore Introduce MakerSpace Mindsets. Safety in the MakerSpace.</td>
<td>• Iggy Peck Architect</td>
</tr>
<tr>
<td></td>
<td>• Collaborating in Design Teams.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Introduce the Culture of Prototyping and understand what is a prototype.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Introduce the Design Thinking Mindsets with a focus on Ideation.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Introduce, How Might We (HMW) statements that drive design.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Introduce the language of the discipline; Adroit.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Proficiency in using the rotary cutter and hot glue gun.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Note:</strong> The HMW statements are shown and defined who we are as a team.</td>
<td></td>
</tr>
</tbody>
</table>
| 2 | All of the above plus students:  
- Understand the concept of Radical Collaboration and practice it as a Maker Mindset.  
- Deeper Dive into the concept of Empathy in the Design Thinking Process.  
- Proficiency in using the canary knife.  
- Introduce the techniques of cardboard attachments.  
- Understand the importance of the process over the product. | - Design a Team Animal to practice radical collaboration  
- Slug Needs a Hug  
- CardBoard Project Palooza  
- Mini Design Challenges to learn and practice the 4Cs |
|---|---|
| 3 | All of the above plus students:  
- Continuation of DT mindsets with the emphasis of *Build to Think, Fail Fast, Test and Iterate*.  
- Apply simple machines in prototypes.  
- Understand the concept of Human Centered Design. Introduce Point of View Statements.  
- Understand how to give and receive feedback. | - Design a Team Animal to practice radical collaboration  
- Cardboard Automata  
- Mini Design Challenges to learn and practice the 4Cs.  
- Sail Car Challenge  
- Design for a Caregiver based on, "A Chair for My Mother" |
| 4 | All of the above plus students:  
- Using feedback to make improvements.  
- Being able to use failure to promote learning.  
- Understands the organization of materials and tools within the Adroit Classroom and have mastered the safety guidelines. | - Design a Team Animal to practice radical collaboration  
- Caine's Arcade  
- Mini Design Challenges to learn and practice the 4Cs  
- Toy Challenge |
| 5 | All of the above plus students:  
- Introduce the process of Design Thinking and how the steps work together.  
- Understand and practice the "engagement interview process".  
- Mastered the Maker and Design Thinking mindsets.  
- Have the mindset that they can make a difference in the world. | - Disruptus  
- Trophy Project  
- Awe Design Experience  
- Mini Design Challenges to learn and practice the 4Cs |
| 6 | All of the above plus students:  
- Research independently, using teacher recommended sources.  
- Can independently generate engagement interview questions.  
- Generate "Needs Statements" with support from the teacher.  
- Use formalized user testing to iterate prototypes. | Projects may vary based on the results of the needs based surveys and interviews. Students will use empathy, observations and interviews to construct solutions, ideas, prototypes, and products using: woodworking, 3D design and printing, laser cutting, cooking, sewing, metal working, arduinos and other tech instruments, as well as other ways to create a human centered design. Focus on issues that directly impacts students' personal world. |
<table>
<thead>
<tr>
<th></th>
<th>All of the above plus students:</th>
<th>Projects may vary based on the results of the needs based surveys and interviews. Students will use empathy, observations and interviews to construct solutions, ideas, prototypes, and products using: woodworking, 3D design and printing, laser cutting, cooking, sewing, metal working, arduinos and other tech instruments, as well as other ways to create a human centered design. Focus on issues within the students’ community.</th>
</tr>
</thead>
</table>
| 7 | • Research independently, using student located sources as well as teacher supplements sources.  
• Can take notes during an in depth interview  
• Can articulate why “Needs Statements” are used and use them in the design process.  
• Seeks feedback in the design process.  
• Carry a fair share of collaborative, group projects. | |
| 8 | • Independently carries out effective research.  
• Can identify when idea generation is needed and can generate and evaluate creative ideas.  
• Can identify what needs to be done next in a project.  
• Can mentor others in the Design Thinking process.  
• Remind others of safe practices in the shop. | Projects may vary based on the results of the needs based surveys and interviews. Students will use empathy, observations and interviews to construct solutions, ideas, prototypes, and products using: woodworking, 3D design and printing, laser cutting, cooking, sewing, metal working, arduinos and other tech instruments, as well as other ways to create a human centered design. Focus on issues outside of the students’ personal world. |
| 9 | • Demonstrate knowledge of their preferences, interests, hopes, dreams, passions and individual interests.  
• Demonstrate understanding of the education and training needed to achieve career goals.  
• Understand the importance of high school course and/or program selection in relation to future academic and career options.  
• Understand the consequences of decisions and choices. | • Introduction to Naviance  
• Learning Style Inventory  
• Career Interview  
• Design Thinking Challenge  
• Affective Needs Goal setting  
• Adroit Expo Project |
| 10 | • Explore a variety of career clusters, pathways and industry sectors.  
• Learn about postsecondary education and the variety of postsecondary training that leads to various careers.  
• Develop skills to locate, evaluate and interpret career information.  
• Understand how character traits, interests, abilities, and achievement relate to attaining personal, educational, and career goals. | • Do What You Are Career Profiler  
• Affective Needs Goal setting  
• College Fair Research  
• Design Thinking Challenge  
• Khan Academy SAT prep  
• Adroit Expo Project |
<p>| 11 | All of the above plus students: | • Career Project |</p>
<table>
<thead>
<tr>
<th>12</th>
<th>All of the above plus students:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Identify personal preferences, skills, and interests that influence career choices and success.</td>
<td>• Khan Academy SAT prep</td>
</tr>
<tr>
<td>• Understand when and how to utilize family, peer, school, and/or community resources.</td>
<td>• Projects menu (Internship, Community Service, Job, Online class, College Visits, Extracurricular Leadership)</td>
</tr>
<tr>
<td>• Demonstrate knowledge of the current job market trends.</td>
<td>• Project Presentation</td>
</tr>
<tr>
<td>• Demonstrate critical thinking skills to make informed, ethical and socially responsible decisions regarding wants, needs, and aspirations.</td>
<td>• Adroit Expo Project</td>
</tr>
<tr>
<td></td>
<td>• Create/update Resume, obtain Letters of Recommendation</td>
</tr>
<tr>
<td></td>
<td>• Career and Culture Project</td>
</tr>
<tr>
<td></td>
<td>• Utilize Naviance for final post-secondary planning and for assistance in completing post-secondary applications</td>
</tr>
<tr>
<td></td>
<td>• Design Thinking Project - Class Training</td>
</tr>
<tr>
<td></td>
<td>• Senior Adroit Capstone</td>
</tr>
</tbody>
</table>
Attachment 2: School Goals and Improvement Strategies

Focused strategies for academic improvement included the implementation of new writing programs and a continued focus on utilization of design-thinking tactics in the classroom. Increased monitoring of and improved guidelines for technology use in the secondary school were also implemented to improve the academic learning environment and promote student engagement.

As discussed more fully above in Tab B, Stargate recently received the CMAS scores from the 2017-18 school year and our preliminary school performance framework (SPF) score. We were excited to see that with our SPF score of 94 out of 100, we are the second highest performing school in the District. Our preliminary SPF shows Stargate saw growth in ELA of 22 points in the elementary school (from 48 - 70) and 26 points for the middle school (30-56). We believe the strategies developed by the SAC and implemented by the staff had the intended positive impact. Those successful strategies are set forth below.

The school adopted the Step Up to Writing Curriculum a few years ago to improve overall writing abilities among elementary students. As the school did not have a streamlined writing curriculum, this program was adopted to close gaps in writing abilities. The elementary school continues to emphasize this curriculum, and this year’s data related to teacher implementation of the curriculum is included in the attached KPI report.\(^1\) Eighty percent of literacy teachers fully implemented the curriculum in the 2017-2018 school year. During preliminary discussions regarding this year's UIP, the SAC has considered adding a deeper level of quantifiable goals related to this writing curriculum; for example, measuring the average increase in students’ writing rubric scores. The SAC anticipated that further consultation with teachers and administrators will ensure that appropriate quantifiable goals are set and are worked toward in unity.

To promote greater consistency of performance expectations in literacy achievement, the entire elementary school also adopted the RACES writing strategy. This strategy, which is employed by specials teachers (music, Spanish, and P.E.) as well, helps the student organize their thoughts and present their ideas more cohesively by using a five-step process: Restate the main idea; Answer the question; Cite evidence to support the idea; Explain the answer; Sum it up. Through utilization in multiple classrooms and across varied disciplines, the students are developing a more structured, consistent form of writing. In its first year of implementation, 100 percent of elementary teachers reported using the strategy in their curriculum.

Similar to RACES, the PEP strategy was strongly implemented among the secondary students during the last school year. This strategy prompts the students to focus on three critical components of writing: determine the main Point; provide the specific Evidence to support their point; and explain the Purpose of the evidence in supporting their point. This strategy was actively promoted among students through visual representation, checklists, and rubrics. Among secondary teachers, 92 percent incorporated the new strategy in their curriculum.

For several years, the elementary school had been structured with looped grades (1\(^{st}\)/2\(^{nd}\), and 3\(^{rd}\)/4\(^{th}\)). This model was adopted in order to have a variety of levels of instruction

---
\(^1\) Please be advised that when the June 30, 2018 KPI Report is completed, it will be forwarded to you.
within each grade cluster to facilitate placing students in math and literacy classes based on their abilities. In practice, however, teachers noted that most students within an individual grade did not vary more than 4 instructional levels from each other. Moreover, ensuring fidelity to grade-level standards was an increased challenge with multiple age groups. With input from teachers, administration, and parents, the decision was made to unloop the grades beginning this school year, 2018-2019. In so doing, grade-level standards in all curriculums will be better emphasized, while still maintaining differentiation in math and literacy placement within each grade. Additionally, each teaching team will now be comprised of four teachers instead of eight. These changes allow for greater streamlining of curriculums and consistency of expectations, which in turn may further improve academic performance across all levels.

The Colorado Department of Education (CDE) Office of Gifted Education has designated the Depth & Complexity Framework (DCF) as a focus, and Stargate is committed to implementing this powerful tool. DCF guides students to think and discuss at deeper levels through inquiry, differentiates student learning using tiered tasks, and encourages self-directed learning and self-efficacy through project based learning. Teachers utilize 11 depth and complexity prompts that provide multiple pathways for thinking: 5 promote deeper understanding and 6 help students make connections. A full explanation of this framework, as well as training materials, can be found on the CDE website.

Stargate staff received training from Lisa Van Gemert, a leading expert in understanding and utilizing the DCF in the classroom. Stargate will work in teacher teams to develop and refine the framework for our students. Administration will continue to monitor the implementation, utilizing classroom observations and roundtable discussions to identify any needs or opportunities. Administration will arrange for future training if necessary.
Key Performance Indicators

As of March 31, 2018

Key performance indicators (KPIs) are measurable values that demonstrate how the school is performing. These values are represented in five categories that align with the Governance Board’s Strategic Plan. Defined goals and measures that are outlined in the school’s Unified Improvement Plan are also included so that progress toward those goals can be more effectively evaluated and tracked.

Stargate School’s KPIs are formulated and monitored by the School Accountability Committee. As data from various sources is collected and analyzed and historical trends are established, changes may be made to the scoring process. New indicators will also be included as new data becomes available. KPIs will be updated on a quarterly basis and will be made available to the Stargate community after data is finalized and approved.

The KPIs highlight areas of strength, as well as reveal areas that require continued attention and goal-oriented strategies. The KPIs will be utilized by the Board in the preparation of each year’s Strategic Plan, as well as in their day-to-day decision making as they strive to fulfill the school’s mission.
### Historical KPIs

<table>
<thead>
<tr>
<th>Date</th>
<th>Responsible Governance</th>
<th>Financial Stability</th>
<th>Superior Instruction</th>
<th>Quality Learning Environment</th>
<th>Engaged Community</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/31/2018</td>
<td>2.35</td>
<td>2.20</td>
<td>2.30</td>
<td>2.64</td>
<td>2.09</td>
</tr>
<tr>
<td>12/31/2017</td>
<td>2.58</td>
<td>2.04</td>
<td>2.30</td>
<td>2.68</td>
<td>2.08</td>
</tr>
<tr>
<td>9/30/2017</td>
<td>2.56</td>
<td>2.36</td>
<td>2.45</td>
<td>2.68</td>
<td>1.96</td>
</tr>
<tr>
<td>2013-2014</td>
<td>2.70</td>
<td>2.90</td>
<td>2.25</td>
<td>2.67</td>
<td>2.75</td>
</tr>
<tr>
<td>2012-2013</td>
<td>1.94</td>
<td>2.90</td>
<td>2.25</td>
<td>2.67</td>
<td>2.50</td>
</tr>
</tbody>
</table>

Each measure is given a rating on a 0-3 scale based on available data. Ratings are categorized into three groups. Scores from 2.50 to 3 are coded as green, signifying that expectations are being met or exceeded. Scores from 1.90 to 2.49 are coded yellow, signifying that attention is needed and efforts toward improvement should be made. Scores below 1.90 are coded red, signifying that urgent attention is needed and immediate plans for improvement should be made.
# Responsible Governance

**Goal:** A governance framework that maximizes the talents and skills of our growing community.

<table>
<thead>
<tr>
<th>Key Performance Indicator</th>
<th>Measure</th>
<th>Owner</th>
<th>Threshold</th>
<th>as of date</th>
<th>update frequency</th>
<th>Score</th>
<th>Rating</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governance Board self-evaluation</td>
<td>cumulative score</td>
<td>Governance Board</td>
<td>Score converted to scale of 3</td>
<td>3/31/2018*</td>
<td>annually</td>
<td>3.0</td>
<td>2.23</td>
<td>25%</td>
</tr>
<tr>
<td>Governance Board evaluation</td>
<td>cumulative score</td>
<td>School Accountability Committee</td>
<td>Score converted to scale of 3</td>
<td>3/31/2018</td>
<td>annually</td>
<td>3.2</td>
<td>2.42</td>
<td>25%</td>
</tr>
<tr>
<td>Community favorability</td>
<td>Staff and parent responses to: &quot;The Governance Board makes decisions based on what's best for Stargate students and staff&quot;</td>
<td>School Accountability Committee</td>
<td>% of &quot;strongly agree&quot; and 'agree&quot; responses converted to scale of 3</td>
<td>3/31/2018</td>
<td>annually</td>
<td>87%</td>
<td>2.61</td>
<td>25%</td>
</tr>
<tr>
<td>Recommendations consideration</td>
<td>recommendations addressed, completed, and/or in progress, individually and subjectively scored by SAC</td>
<td>Governance Board, School Accountability Committee</td>
<td>average score</td>
<td>3/31/2018</td>
<td>quarterly</td>
<td>2.15</td>
<td>2.15</td>
<td>25%</td>
</tr>
</tbody>
</table>
Financial Stability
Goal: Long-term viability of the school

<table>
<thead>
<tr>
<th>Key Performance Indicator</th>
<th>Measure</th>
<th>Owner</th>
<th>Thresholds</th>
<th>as of date</th>
<th>update frequency</th>
<th>Score</th>
<th>Rating</th>
<th>Weight</th>
</tr>
</thead>
</table>
| Budget Performance                            | overall % actual vs budget for revenues and expenditures year-over-year | Finance Committee| 3: revenues >= 100% of budget; expenses <= 100% of budget  
2: 1%-5% deviation from targets  
1: >5% deviation from target | 3/31/2018 | quarterly | rev=100% exp=100% | 3 | 16% |
| Financial Reserves                            | reserve >= 20% of budgeted operating expenses, excluding rental payments | Finance Committee| 3: >=20%  
2: 15%-19%  
1: <15% | 3/31/2018 | quarterly | 24% | 3 | 16% |
| Debt Service Coverage Ratio                   | current ratio >=1.00                                                     | Finance Committee| 3: >=1.00  
2: .90 -.99  
1: <.90 | 3/31/2018 | quarterly | 0.54 | 1 | 16% |
| Revenue Distribution                          | annual %s consistent with defined targets:  
(a) salaries and benefits >=60% revenue;  
(b) debt service <=25% revenue;  
(c) other expenses <=15% revenue;  
(d) surplus <=5% revenue | Finance Committee| 3: targets met  
2: 1%-5% deviation from target  
1: >5% deviation from target | 3/31/2018 | quarterly | a=65% b=26% c=15% d=-6% | 2 | 16% |
| Teacher Compensation                          | average salary comparison to corresponding Adams 12 salary level          | Executive Director| 3: above district average  
2: at district average  
1: below district average | 6/30/2017 | annually | below average | 1 | 16% |
| Quarterly monitoring report of expenses vs forecast with call outs | reported to the Governance Board once each quarter | Finance Committee| 3: completed  
2: partially completed  
1: nct completed | 3/31/2018 | quarterly | complete | 3 | 10% |
| Quarterly monitoring of fundraising dollars raised and allocated | reported to the Governance Board once each quarter | Chief Financial Officer| 3: completed  
2: partially completed  
1: nct completed | 3/31/2018 | quarterly | complete | 3 | 10% |

* Variances from target percentages are in line with the Board approved budget.
## Superior Instruction

Goal: Hire, develop, and retain exceptional educators.

<table>
<thead>
<tr>
<th>Key Performance Indicator</th>
<th>Measure</th>
<th>Owner/Source</th>
<th>Threshold</th>
<th>as of date</th>
<th>update frequency</th>
<th>Score</th>
<th>Rating</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Evaluations</td>
<td>average overall teacher evaluation scores</td>
<td>Executive Director</td>
<td>3: &gt;=95%</td>
<td>6/30/2017</td>
<td>annually</td>
<td>92%</td>
<td>2</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 90%-94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;90%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher Gifted</td>
<td>% achieved or in progress</td>
<td>Director of Professional Development</td>
<td>3: &gt;=90%</td>
<td>3/31/2018</td>
<td>semi-annually</td>
<td>80%</td>
<td>2</td>
<td>20%</td>
</tr>
<tr>
<td>Endorsements</td>
<td></td>
<td></td>
<td>2: 75-89%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;75%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDE Highly Qualified</td>
<td>% of teachers with CDE endorsements in primary</td>
<td>Executive Director</td>
<td>3: &gt;=95%</td>
<td>6/30/2017</td>
<td>annually</td>
<td>96%</td>
<td>3</td>
<td>15%</td>
</tr>
<tr>
<td>Certification</td>
<td>content area</td>
<td></td>
<td>2: 90%-94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;90%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Achievement</td>
<td>state standardized tests</td>
<td>CDE via schoolview.org</td>
<td>3: &gt;=90</td>
<td>12/31/2017</td>
<td>annually</td>
<td>100</td>
<td>3</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 80-89</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Growth</td>
<td>state standardized tests</td>
<td>CDE via schoolview.org</td>
<td>3: &gt;=80</td>
<td>12/31/2017</td>
<td>annually</td>
<td>59.4</td>
<td>1</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 70-79</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advanced Placement</td>
<td>average student scores on AP exams</td>
<td>Secondary Principal</td>
<td>3: &gt;=3.5</td>
<td>9/30/2017</td>
<td>annually</td>
<td>3.52</td>
<td>3</td>
<td>15%</td>
</tr>
<tr>
<td>performance</td>
<td></td>
<td></td>
<td>2: 3-3.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Quality Learning Environment

Goal: A safe environment that encourages a life-long love of learning.

<table>
<thead>
<tr>
<th>Key Performance Indicator</th>
<th>Measure</th>
<th>Owner/Source</th>
<th>Threshold</th>
<th>as of date</th>
<th>update frequency</th>
<th>Score</th>
<th>Rating</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff overall satisfaction</td>
<td>Staff response to: &quot;considering everything, I am satisfied working at Stargate&quot;</td>
<td>School Accountability Committee/staff survey</td>
<td>% of &quot;strongly agree&quot; and &quot;agree&quot; responses converted to scale of 3</td>
<td>3/31/2018</td>
<td>annually</td>
<td>92%</td>
<td>2.75</td>
<td>25%</td>
</tr>
<tr>
<td>Staff retention</td>
<td>% of staff retained from previous year</td>
<td>Executive Director</td>
<td>3: &gt;=90%</td>
<td>9/30/2017</td>
<td>annually</td>
<td>92%</td>
<td>3</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 75%-89%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;75%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department retention*</td>
<td>staff retention by department</td>
<td>Executive Director</td>
<td>3: all departments &gt;= 90% retention</td>
<td>9/30/2017</td>
<td>annually</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: one or more departments 75-89%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: one or more departments &lt;75%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety</td>
<td>parent response to: &quot;my child feels safe at school&quot;</td>
<td>School Accountability Committee/parent survey</td>
<td>% of &quot;strongly agree&quot; and &quot;agree&quot; responses converted to scale of 3</td>
<td>3/31/2018</td>
<td>annually</td>
<td>96%</td>
<td>2.88</td>
<td>15%</td>
</tr>
<tr>
<td>Curriculum transition</td>
<td>parent and staff surveys (&quot;The curriculum and instruction in each grade and school builds effectively upon preceding grades&quot;)</td>
<td>School Accountability Committee/parent and staff surveys</td>
<td>% of &quot;strongly agree&quot; and &quot;agree&quot; responses converted to scale of 3</td>
<td>3/31/2018</td>
<td>annually</td>
<td>83%</td>
<td>2.49</td>
<td>10%</td>
</tr>
<tr>
<td>Engagement and challenge</td>
<td>parent response to: &quot;my child feels appropriately engaged and challenged&quot;</td>
<td>School Accountability Committee/parent survey</td>
<td>% of &quot;strongly agree&quot; and &quot;agree&quot; responses converted to scale of 3</td>
<td>3/31/2018</td>
<td>annually</td>
<td>91%</td>
<td>2.73</td>
<td>10%</td>
</tr>
</tbody>
</table>

*Departments defined as: administration, secondary teaching departments (math, science, etc.), elementary teaching departments (K, 1/2, specials, etc.), operations/facilities, counseling/learning services, support staff
### Engaged Community
Goal: A unified and engaged community.

<table>
<thead>
<tr>
<th>Key Performance Indicator</th>
<th>Measure</th>
<th>Owner/Source</th>
<th>Threshold</th>
<th>as of date</th>
<th>update frequency</th>
<th>Score</th>
<th>Rating</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fundraising</td>
<td>Percentage of households contributing to annual campaign</td>
<td>Chief Financial Officer</td>
<td>3: &gt;=40%</td>
<td>6/30/2017</td>
<td>annually</td>
<td>18%</td>
<td>1</td>
<td>12.5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 20%-39%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;20%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Election participation</td>
<td>% of eligible voting members who cast their vote in fall and spring elections</td>
<td>Election Committee</td>
<td>3: &gt;=40%</td>
<td>9/30/2017</td>
<td>semi-annually</td>
<td>19%</td>
<td>1</td>
<td>12.5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 20%-39%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;20%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parent survey participation</td>
<td>ratio of responses to total student population</td>
<td>School Accountability Committee</td>
<td>3: &gt;=50%</td>
<td>3/31/2018</td>
<td>annually</td>
<td>43%</td>
<td>2</td>
<td>12.5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 35%-49%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;35%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff survey participation</td>
<td>% of staff completing survey</td>
<td>School Accountability Committee</td>
<td>3: &gt;=75%</td>
<td>3/31/2018</td>
<td>annually</td>
<td>81%</td>
<td>3</td>
<td>12.5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 50%-74%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adequate volunteer support for staff</td>
<td>Staff response to: &quot;I have an appropriate number of volunteers to assist&quot;</td>
<td>School Accountability Committee/staff survey</td>
<td>% of &quot;strongly agree&quot; and &quot;agree&quot; responses converted to scale of 3</td>
<td>3/31/2018</td>
<td>annually</td>
<td>74%</td>
<td>2.22</td>
<td>12.5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Overall Rating: 2.09
# Engaged Community

Goal: A unified and engaged community.

<table>
<thead>
<tr>
<th>Key Performance Indicator</th>
<th>Measure</th>
<th>Owner/Source</th>
<th>Threshold</th>
<th>as of date</th>
<th>update frequency</th>
<th>Score</th>
<th>Rating</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective communication</td>
<td>parent response to: &quot;I am pleased with the level of communication I have with this child's teachers;&quot; staff response to: &quot;I receive appropriate and timely communication from the administration&quot;</td>
<td>School Accountability Committee/parent and staff surveys</td>
<td>% of &quot;strongly agree&quot; and &quot;agree&quot; responses converted to scale of 3</td>
<td>3/31/2018</td>
<td>annually</td>
<td>84%</td>
<td>2.51</td>
<td>12.5%</td>
</tr>
</tbody>
</table>
| Participation in community events | average number of community members participating | Community Relations Committee | 3: >400  
2: 200-399  
1: <200 | 3/31/2018 | quarterly     | 245   | 2       | 12.5%  |
| Community Relations funding | % of registrants who paid the optional CRC fee | Chief Financial Officer | 3: > 80%  
2: 65%-79%  
1: <65% | 9/30/2017 | annually       | 100%  | 3       | 12.5%  |
Unified Improvement Plan Key Performance Indicators*

Goal: Monitor implementation of goals outlined in each year's UIP.

<table>
<thead>
<tr>
<th>Key Performance Indicator</th>
<th>Measure</th>
<th>Owner/Source</th>
<th>Threshold</th>
<th>as of date</th>
<th>update frequency</th>
<th>Score</th>
<th>Rating</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA Achievement</td>
<td>Percentage of students achieving &quot;Meets&quot; or &quot;Exceeds&quot; status on PARCC ELA</td>
<td>CDE</td>
<td>3: &gt;=65%</td>
<td>12/31/2017</td>
<td>annually</td>
<td>64.8%</td>
<td>2</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 50%-64%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ELA Growth</td>
<td>Average median growth percentile for students in grades 6-8</td>
<td>CDE</td>
<td>3: &gt;=60%</td>
<td>12/31/2017</td>
<td>annually</td>
<td>30%</td>
<td>1</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 40%-59%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;40%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Thinking training</td>
<td>Staff participation in Professional Development targeted training</td>
<td>Executive Director</td>
<td>3: &gt;=90%</td>
<td>3/31/2018</td>
<td>quarterly</td>
<td>99%</td>
<td>3</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 70%-90%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;40%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increased understanding of Adroit</td>
<td>Percentage increase in &quot;strongly agree&quot; and &quot;agree&quot; responses on parent and staff survey</td>
<td>School Accountability Committee</td>
<td>3: &gt;=10%</td>
<td>3/31/2018</td>
<td>annually</td>
<td>-5%</td>
<td>1</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 0%-10%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff understanding/implementation of UIP</td>
<td>Percentage of certified staff responding &quot;strongly agree&quot; or &quot;agree&quot; to survey question addressing UIP</td>
<td>School Accountability Committee/staff survey</td>
<td>3: &gt; 70%</td>
<td>3/31/2018</td>
<td>annually</td>
<td>80%</td>
<td>3</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 50%-74%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adroit Expo participation</td>
<td>Percentage of students participating</td>
<td>Executive Director</td>
<td>3: &gt;=90%</td>
<td>6/30/2018</td>
<td>annually</td>
<td>NA</td>
<td>NA</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 70%-90%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;70%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Unified Improvement Plan Key Performance Indicators**

**Goal:** Monitor implementation of goals outlined in each year's UIP.

<table>
<thead>
<tr>
<th>Key Performance Indicator</th>
<th>Measure</th>
<th>Owner/Source</th>
<th>Threshold</th>
<th>as of date</th>
<th>update frequency</th>
<th>Score</th>
<th>Rating</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Thinking curriculum</td>
<td>% of teachers implementing one design thinking unit in curriculum</td>
<td>Executive Director</td>
<td>3: &gt;=75%</td>
<td>6/30/2018</td>
<td>quarterly</td>
<td>NA</td>
<td>NA</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 50%-74%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Step Up to Writing</td>
<td>percentage of literacy teachers fully implementing writing curriculum</td>
<td>Executive Director</td>
<td>3: &gt;=90%</td>
<td>6/30/2018</td>
<td>quarterly</td>
<td>NA</td>
<td>NA</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 80%-90%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;80%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PEP strategy implementation (secondary)</td>
<td>percentage of teachers implementing strategy in curriculum</td>
<td>Executive Director</td>
<td>3: &gt;=90%</td>
<td>6/30/2018</td>
<td>quarterly</td>
<td>NA</td>
<td>NA</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 80%-90%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;80%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RACES strategy implementation (elementary)</td>
<td>percentage of teachers implementing strategy in curriculum</td>
<td>Executive Director</td>
<td>3: &gt;=90%</td>
<td>6/30/2018</td>
<td>quarterly</td>
<td>NA</td>
<td>NA</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 80%-90%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;80%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adroit learning experience</td>
<td>percentage of students demonstrating positive learning experience in reflection journal entries</td>
<td>Executive Director</td>
<td>3: &gt; 80%</td>
<td>6/30/2018</td>
<td>annually</td>
<td>NA</td>
<td>NA</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2: 65%-79%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1: &lt;65%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Attachment 3: Selected State and Federal Laws Applicable to Charter Schools
(Colo. Rev. Statutes, unless otherwise noted)

Governance, Records, and Charter Schools
2. Colorado Open Meetings Law: 24-6-401 et seq.

Safety and Discipline
7. Certificate of occupancy for the school facility: 22-32-124
9. Grounds for suspension, expulsion, and denial of admission of students: 22-33-106
10. Procedures for suspension, expulsion, and denial of admission of students: 22-33-105
11. Services for expelled students: 22-33-203
13. Background checks for employees: 22-1-121

Educational Accountability
15. Accreditation: Accreditation Rules of the State Board: 1 CCR 301-1
16. ESEA Act: P.L. 107-110
17. Colorado READ Act: 22-7-1201 et seq.
18. Graduation Requirements: Adopted by the State Board pursuant to 22-2-106 (See CDE website for most up to date guidelines).
19. Postsecondary and workforce planning, preparation, and readiness assessments: 22-7-106

Curriculum, Instruction, and Extra-Curricular Activities
20. Instruction in federal and state history and government: 22-1-104
21. Honor and use of the U.S. Flag: 22-1-106
23. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
24. On-line programs: 22-33-104.6
25. Participation in sports and extracurricular activities: 22-32-116.5
26. Content standards: 22-7-407

Exceptional Students
28. Discipline of students with disabilities: 20 U.S.C 1415(k), 34 C.F.R. 519-529
33. English Language Proficiency Act: 22-24-101 et seq.

Finance
34. School Funding Formula: 22-54-104(3)
35. Funded pupil enrollment: 22-54-103(10)
36. Tuition: 22-20-109(5), 22-32-115(1) and (2), 22-54-109
37. Fees: 22-32-110 (1) (o) and (p), 22-32-117
38. Allocation of funds to a capital reserve fund: 22-54-105(2)(b)
39. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
40. Allocation of funds for instructional supplies and materials: 22-54-105(l)
41. Allocation of funds for at-risk students: 22-54-105
42. Colorado Department of Education
   Financial Policies and Procedures
43. Excess tuition charges for out-of-District
   special education students: 22-20-109(5)
44. Participation in PERA: 22-30.5-512 and 22-
   30.5-111(3)

45. Financial Transparency Act: 22-44-301 et seq.
Attachment 4: Conflict of Interest Disclosure
Board Member Certification Form

(Name) Charter School
Board Member Certification Form

Note: The purpose of this document is to provide disclosure. The ABC Charter School (‘the School’) Board operates according to its own Bylaws and applicable law in regard to conflicts of interest. This form is a public document and will be available at the School for inspection by other board members, the staff, or the community. In addition, a copy of the form will be sent to the District.

Background

1. Full legal name:

2. I affirm that I am at least 18 years of age by the date of appointment to the ABC School Board.

☐ Yes, I affirm.

3. Indicate whether you have ever been convicted or pled “no contest” of one or more of the following:
   a. a misdemeanor related to honesty or trustworthiness, or
   b. a felony.

☐ Does not apply to me.

☐ Yes

If the answer to this question is yes, please provide details of the offense, the date, disposition, etc., in the space below.

4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.

☐ Does not apply to me.

Conflicts

1. Indicate whether you, your spouse, or anyone in your immediate family (in accordance with C.R.S. §7-128-501 (5), an immediate family member is a spouse, descendant, ancestor, sibling, spouse or descendant of a sibling, or a designated beneficiary) meets either of the following conditions:
   a. is doing or plans to do business with the School (whether as an individual or as a director, officer, employee or agent of any entity).
   b. any entity in which one of the above-identified individuals has an interest is doing business or plans to do business with the School.

If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the School.

☐ I/we do not know of any such persons.

☐ Yes

2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the School or a contractor who is conducting business with the
1. Indicate whether you, your spouse or immediate family members anticipate in nature conducting any future, or have been offered a direct or indirect ownership, employment, contractual or management interest in the provider. If the answer is in the affirmative, describe any such relationship.

☐ I/we do not know of any such persons.
☐ Yes

3. Indicate any potential ethical or legal conflicts of interest that would (or are likely to) exist for you as a member of the School Board or another School or non-profit board. [Note that being a parent of a School student, serving on another charter School’s board or being employed by the School are conflicts for certain issues that should be disclosed.]

Conflicts for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse or other immediate family members have, anticipate in the future, or have been offered a direct or indirect ownership, employment, contractual or management interest in the provider. For any interested indicated, please provide a detailed description.

☐ I/we have no such interest.
☐ Yes

I, ____________________________________________, certify to the best of my knowledge and ability that the information I am providing to the ___________________________ [District] in regard to my application to serve as a member of the board of directors of the ___________________________ Charter School is true and correct in every respect.

Signature ____________________________ Date _________________
High School - Graduation Requirements

Stargate’s graduation requirements meet the Colorado Department of Education requirements. They have been developed based on entrance requirements of many colleges and universities as well as through analysis of the components of a strong, academic school curriculum. Students must successfully complete a minimum of 24 credits in order to graduate. Given that students may take up to seven courses each semester, students have the potential of earning up to 28 credits in four years of high school. The recommended credit requirements in the table below are offered to meet the entrance requirements for many of the nation’s top colleges.

<table>
<thead>
<tr>
<th>Subject Area</th>
<th>Required Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>4</td>
</tr>
<tr>
<td>Math</td>
<td>4</td>
</tr>
<tr>
<td>Science</td>
<td>3 (4 recommended)</td>
</tr>
<tr>
<td>Social Studies</td>
<td>3 (4 recommended)</td>
</tr>
<tr>
<td>World Language</td>
<td>2 of the same language (3 recommended)</td>
</tr>
<tr>
<td>PE/Health</td>
<td>1</td>
</tr>
<tr>
<td>Elective</td>
<td>6</td>
</tr>
<tr>
<td>Adroit</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>24 (27 recommended)</td>
</tr>
</tbody>
</table>
**Attachment 6: Automatic Waivers of State Laws**

<table>
<thead>
<tr>
<th>Section Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>22-32-109(1)(f), C.R.S.</td>
<td>Local board duties concerning selection of staff and pay</td>
</tr>
<tr>
<td>22-32-109(1)(t), C.R.S.</td>
<td>Determine educational program and prescribe textbooks</td>
</tr>
<tr>
<td>22-32-110(1)(h), C.R.S.</td>
<td>Local board powers-Terminate employment of personnel</td>
</tr>
<tr>
<td>22-32-110(1)(i), C.R.S.</td>
<td>Local board duties-Reimburse employees for expenses</td>
</tr>
<tr>
<td>22-32-110(1)(j), C.R.S.</td>
<td>Local board powers-Procure life, health, or accident insurance</td>
</tr>
<tr>
<td>22-32-110(1)(k), C.R.S.</td>
<td>Local board powers-Policies relating the in-service training and official conduct</td>
</tr>
<tr>
<td>22-32-110(1)(ee), C.R.S.</td>
<td>Local board powers-Employ teachers’ aides and other non-certificated personnel</td>
</tr>
<tr>
<td>22-32-126, C.R.S.</td>
<td>Employment and authority of principals</td>
</tr>
<tr>
<td>22-33-104(4), C.R.S.</td>
<td>Compulsory school attendance-Attendance policies and excused absences</td>
</tr>
<tr>
<td>22-63-301, C.R.S.</td>
<td>Teacher Employment Act- Grounds for dismissal</td>
</tr>
<tr>
<td>22-63-302, C.R.S.</td>
<td>Teacher Employment Act-Procedures for dismissal of teachers</td>
</tr>
<tr>
<td>22-63-401, C.R.S.</td>
<td>Teacher Employment Act-Teachers subject to adopted salary schedule</td>
</tr>
<tr>
<td>22-63-402, C.R.S.</td>
<td>Teacher Employment Act-Certificate required to pay teachers</td>
</tr>
<tr>
<td>22-63-403, C.R.S.</td>
<td>Teacher Employment Act-Describes payment of salaries</td>
</tr>
<tr>
<td>22-1-112, C.R.S.</td>
<td>School Year-National Holidays</td>
</tr>
</tbody>
</table>
Attachment 6:
Rationale and Replacement Plan for Waivers from State Statute and Rule

Basic Information
School Name: Stargate School
School Address: 14530 Washington St, Thornton, CO 80023

Charter School Contact: Michael Henderson
Charter School Contact Email Address: michael.henderson@stargateschool.org

District Contact Name: Kevin West
District Contact Email Address: wes008056@adams12.org

AUTOMATIC WAIVERS: STATUTE DESCRIPTION AND RATIONALE:

C.R.S. § 22-32-109 (l)(f) Boards of Education - Specific Duties
(delegation) Requires the Board of Education to employ all personnel and fix their compensation.
Rationale: Stargate School 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 training. Therefore, the school requests that these statutory duties be waived or delegated from the Adams 12 School District to the administration and Board of Directors of Stargate School. The success of the school will depend in large part upon its ability to select and employ its own staff and to train and direct that staff in accordance with this Charter School Agreement and the goals and objectives of the school. All Stargate staff will be employed on an at-will basis.

Replacement Plan: Stargate School will be responsible for these matters rather than the Adams 12 School District. Stargate School uses “at will” teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: The school requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waivers are requested for three academic years, through June 30, 2022

Financial Impact: Stargate School anticipates that the requested waiver will have no financial impact upon the Adams 12 School District. The school must operate within its budget and the cost of employing staff has been included in that budget.

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 this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set forth in the Charter School Agreement.

C.R.S. § 22-32-109 (l)(t) Boards of Education - Specific Duties
Grants board of education authority to determine the educational program to be carried on in schools of the district and to prescribe textbooks.
Rationale: The Adams 12 School District has granted to the Board of Directors of Stargate School the authority to
determine the educational program and textbooks to be used in the school. The Adams 12 School District retains the right of final approval of the educational program through this Charter School Agreement.

Replacement Plan: The Stargate School educational program and curriculum is detailed in this Charter application.

Duration of the Waiver: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

Financial Impact: Stargate School anticipates that the requested waivers will have no financial impact upon the Adams 12 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 Stargate School, as per this Charter School Agreement.

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

C.R.S. § 22-32-110 (1) (h) Local Board Powers
(delegation) Makes Board of Education responsible for terminating personnel.

C.R.S. § 22-32-110(1)(i) Local Board Powers
(delegation) Reimburse employees for expenses

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

C.R.S. §22-32-110(1)(k) Local Board Powers
(delegation) Policies relating to in-service training and official conduct

C.R.S. §22-32-110(1)(ee) Local Board Powers
(delegation) Employ teachers’ aides and other non-certified personnel

Rationale: Stargate School 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 terminating its own employees. Therefore, the school requests that these statutory duties be waived or delegated from the Adams 12 School District to the Principal or authorized Principal and Board of Directors of Stargate School. The success of Stargate School will depend in large part upon its ability to select and employ its own staff and to terminate individual staff members should they not perform in accordance with this Charter School Agreement and the goals and objectives of the school. All Stargate School staff will be employed on an at-will basis.

Replacement Plan: Stargate School will be responsible for these matters rather than the Adams 12 School District. Stargate School uses “at will” teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waiver: The school requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waivers are requested for three academic operating years, through June 30, 2022.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the Adams 12 School District or the school. Stargate School must operate within its budget and the cost of employing staff has been included in that budget.

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 this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by this Charter School Agreement.
C.R.S. § 22-32-126 Employment & Authority of Principals
(delegation) Authorizes Board of Education to employ Principals.

Rationale: Stargate School will be responsible for its own personnel matters, including employing the Executive Director or designated Principal, its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Principals/Executive Directors employed at Stargate School will be employed on an at-will basis. Therefore, the school requests that these statutory duties be waived or delegated from the Adams 12 School District to the Board of Directors of Stargate School. The success of this school will depend in large part upon its ability to select and employ its own principal/executive director and staff in accordance with this Charter School Agreement and the goals and objectives of the school.

Replacement Plan: The school will be responsible for these matters rather than the Adams 12 School District. The school's principal/executive director and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waiver: The school requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waivers are requested for three academic operating years, through June 30, 2022.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the Adams 12 School District. Stargate School must operate within its budget and the cost of employing staff has been included in that budget.

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 this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its principal, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. §22-33-104(4)

Compulsory School Attendance

Rationale: Stargate School will be responsible for creating the written policy setting forth the school's attendance requirements. The Adams 12 School District reserves the right to approve the plan once it has been created.

Replacement Plan: Stargate School will be responsible for creating the written attendance policy for the school. The plan will meet or exceed the expectations set forth in state law.

Duration of the Waivers: Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate 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. § 22-63-402 Services . Disbursements
(substantive) Prohibits disbursement of district monies to teacher without a valid teacher's certificate, letter of authorization or written authorization.

Rationale: Stargate School should be granted the authority to hire teachers and principals that will support the schools goals and objectives. The principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer. The school will seek to
attract principals/headmasters 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 Stargate School will be employed on an at-will basis. All employees of Stargate 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 Stargate School.

Duration of the Waivers: Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate 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. § 22-63-403 Payment of Salaries
(substantive) Governs payment of salaries upon termination of employment of a teacher.

Rationale: Stargate 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. Not every teacher who is successful in the regular public school will be successful at Stargate School. All employees of Stargate School will be employed on an at-will basis.

Replacement Plan: Stargate School 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: Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate 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. § 22-63-301 Transfer Employment, Compensation and Dismissal Act
Grounds for dismissal.

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

Rationale: The success of Stargate School in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. The school must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure does not apply to Stargate School as the school is only of limited duration. All employees of Stargate School will be employed on an at-will basis.

Replacement Plan: Continued employment in the school shall be subject to a twice yearly satisfactory performance evaluation, although all employees of Stargate School will be employed on an at-will basis. Teachers who are rated
unsuccessful may be terminated by Stargate School.

Duration of the Waivers: The school requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waivers are requested for three academic operating years, through June 30, 2022.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate School. The school must operate within its budget and the cost of employing staff has been included in that budget.

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, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

C.R.S. § 22-63-401 Transfer Employment, Compensation and Dismissal Act
(delegation) Provides for district board of education to adopt a salary schedule and place teachers on the schedule.

Rationale: Stargate School should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in the school may be different from that of other schools in the Adams 12 School District and compensation must be adjusted accordingly.

Replacement Plan: The school will adopt its own salary schedule. Stargate School will set competitive rates for each level of teachers it employs. Stargate School’s Principal or designated Principal will determine the placement of teachers.

Duration of the Waiver: Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District. Stargate School will be able to employ teachers and determine a salary schedule 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 Stargate School, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Stargate School should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

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

Rationale: Stargate School should be delegated the authority to determine the school year, in accordance with the Charter School Agreement. The school year for Stargate school may be different from that of other schools in the Adams 12 School District.

Replacement Plan: The school will adopt its own policies and the designated head of school of Stargate School will prescribe rules and regulations.

Duration of the Waiver: Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District.

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 Stargate School, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Stargate School will be able to implement necessary policies in accordance with the philosophy and mission as stated in this Charter Proposal.
Automatic Waivers for Charter Schools

The General Assembly enacted the Colorado Charter Schools Act of 1993 (Act), C.R.S. 22-30.5-101 et seq., to encourage new and innovative methods of educating students by allowing for public charter schools which would have greater control over decisions related to educational programming in exchange for increased accountability for performance. C.R.S. 22-30.5-102. Consistent with this legislative intent, the Act allows charter schools to request waivers from certain state statutes and rules. There are two types of waivers: automatic and non-automatic waivers. Automatic waivers are automatically granted to charter schools upon the establishment and renewal of a charter contract, whereas non-automatic waivers require rationale and replacement plans.

Pursuant to C.R.S. 22-30.5-104(6)(b), the State Board of Education has promulgated rules that list the automatic waivers for all charter schools. 1 CCR 301-35, 2217-R-3.01. In promulgating the list of automatic waivers, the State Board of Education considers the overall impact and complexity of the requirements specified in the statute and the potential effects that waiving the statute may have on the practices of a charter school.

Pursuant to C.R.S. 22-44-305(2), the Colorado Department of Education (CDE) and the Colorado Charter School Institute (CSI), working with the Colorado League of Charter Schools (CLCS), developed the following standardized description and rationale for each of the statutes included on the list of automatic waivers.

C.R.S. 22-1-112 School Year – National Holidays. This statute sets a state school year and national holiday schedule. A waiver of this statute authorizes a charter school to develop its own school calendar that fits its unique needs.

C.R.S. 22-32-109(1)(f) Local Board Duties Concerning Selection of Staff and Pay. This statute authorizes each school district to employ and compensate all personnel required to maintain the operations and carry out the educational program of the district. A waiver of this statute allows a charter school to hire its own staff and set compensation structures independent from the district.

C.R.S. 22-32-109(1)(t) Determine Educational Program and Prescribe Textbooks. This statute authorizes each school district to determine its educational programs and prescribe textbooks for such programs. A waiver of this statute enables a charter school to choose its own educational program and textbooks in accordance with its charter application as approved by its authorizer.

C.R.S. 22-32-110(1)(h) Local Board Powers – Terminate Employment of Personnel. This statute authorizes each school district to terminate the employment of personnel. A waiver of this statute permits a charter school to terminate its own personnel.

C.R.S. 22-32-110(1)(l) Local Board Duties – Reimburse Employees for Expenses. This statute authorizes each school district to reimburse employees for work-related expenses. A
waiver of this statute permits a charter school to adopt its own policies and procedures for employee expense reimbursement.

C.R.S. 22-32-110(1)(j) Local Board Powers – Procure Life, Health, and Accident Insurance. This statute authorizes each school district to obtain insurance coverage for its employees. A waiver of this statute permits a charter school to negotiate and procure its own group life, health, or accident insurance coverage for its employees.

C.R.S. 22-32-110(1)(k) Local Board Powers – Policies Related to In-service Training and Official Conduct. This statute authorizes each school district to adopt written policies relating to employee efficiency, in-service training, professional growth, official conduct, and welfare of employees. A waiver of this statute permits a charter school to adopt its own policies in these areas.

C.R.S. 22-32-110(1)(ee) Local Board Powers- Employ Teachers' Aides and Other Non-certified Personnel. This statute authorizes each school district to employ teachers' aides and other non-licensed personnel. A waiver of this statute permits a charter school to employ its own teachers' aides and other non-licensed personnel.

C.R.S. 22-32-126 Employment and Authority of Principals. This statute authorizes each school district to employ licensed principals. A waiver of this statute permits a charter school to employ its own, possibly non-licensed, principals.

C.R.S. 22-33-104(4) Compulsory School Attendance. This statute requires each school district to adopt a written policy setting forth attendance requirements. A waiver of this statute permits a charter school to adopt its own attendance requirements in accordance with applicable laws and regulations (e.g., C.R.S. 22-33-104; 1 CCR 301-78).

C.R.S. 22-63-301 Teacher Employment, Compensation, and Dismissal Act – Grounds for Dismissal. This statute sets forth the grounds under which a school district may dismiss a teacher. A waiver of this statute permits a charter school to exercise at-will employment and establish its own grounds for teacher dismissal, provided that employment decisions are made in accordance with applicable laws and regulations (e.g., anti-discrimination laws).

C.R.S. 22-63-302 Teacher Employment, Compensation, and Dismissal Act – Procedures for Dismissal of Teachers. This statute sets forth the state procedures for teacher dismissal. A waiver of this statute permits a charter school to exercise at-will employment and determine its own procedures for teacher dismissal, provided that decisions are made in accordance with applicable laws and regulations.

C.R.S. 22-63-401 Teacher Employment, Compensation, and Dismissal Act – Teachers Subject to Adopted Salary Schedule. This statute authorizes each school district to adopt a teacher salary schedule. A waiver of this statute permits a charter school to create its own salary schedule that fits its unique needs.
C.R.S. 22-63-402 Teacher Employment, Compensation, and Dismissal Act – Certificate Required to Pay Teachers. This statute authorizes each school district to pay only licensed teachers. A waiver of this statute permits a charter school to pay non-licensed teachers, provided that the school has a waiver from C.R.S. 22-63-201 (relating to the requirement to employ licensed teachers).

C.R.S. 22-63-403 Teacher Employment, Compensation, and Dismissal Act – Payment of Salaries upon Termination. This statute requires that upon the dismissal of a teacher and prior to the end of that teacher’s employment contract, each school district must pay the pro rata share of salary installments due and payable under the employment contract for the period during which no services are required to be performed. Consistent with the at-will nature of charter school employment, a waiver of this statute enables a charter school to terminate a teacher’s pay upon dismissal, provided that decisions are made in accordance with applicable laws and regulations.

For additional questions about this school’s waivers, please use the following contact:

Name: Michael Henderson

Contact Information: Michael.Henderson@SpecialEducation.co
Attachment 7:
Rationale and Replacement Plan for Waivers from State Statute and Rule

Basic Information
School Name: Stargate School
School Address: 14530 Washington St, Thornton, CO 80023

Charter School Contact: Michael Henderson
Charter School Contact Email Address: michael.henderson@stargateschool.org

District Contact Name: Kevin West
District Contact Email Address: wes008056@adams12.org

NON-AUTOMATIC WAIVERS: 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 Stargate School Principal or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the Principal. The CABOD must also have the ability to perform the evaluation for the Headmaster or designated Principal

Replacement Plan: Stargate School uses its own evaluation system as agreed to in the Charter School Agreement with Adams 12 School District. Stargate School's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for Stargate School's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191.

Duration of the Waivers: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

Financial Impact: Stargate School anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the Stargate School budget.

How the Impact of the Waivers will be Evaluated: Stargate School's Key Performance Indicators include average overall teacher evaluation scores for three teacher groupings: all, ≤3 yrs experience, >3 yrs experience. This indicator will be measured annually and rated by the Governance Board.

Expected Outcome: With this waiver, the school will be able to implement Research Based evaluations based upon Stated approved rubrics. Our program follows the guidelines of SB 191 and is in accordance with Educator Effectiveness, 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. §22-32-109(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 Stargate School will total approximately 173 days per year which exceeds the current requirement in state statute. Stargate School 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 Stargate School 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 Stargate School and will meet or exceed the expectations in state statute.
Duration of the Waivers: Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate 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: Stargate 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: Stargate School will prescribe the actual details of teacher-pupil contact hours instead of the Adams 12 School District Board, and hours will meet or exceed the current requirements in statute.
Duration of the Waivers: Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate 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 22-32-110(1)(y) Local Board Powers
(delegation)Accept gifts and donations
Rationale: Stargate School will be responsible for its own gifts and donations in accordance to the law. Therefore, the school requests that these statutory duties be waived or delegated from the Adams 12 School District to the Principal or authorized Principal and Board of Directors of Stargate School.
Replacement Plan: Stargate School will be responsible for these matters rather than the Adams 12 School District. Stargate School board and will appropriately manage gifts and donations in accordance with the law.
**Duration of the Waiver:** The school requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waivers are requested for three academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact upon the Adams 12 School District or the school. Stargate School must operate within its budget. Gifts and donations will not impact the school's budget.

**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 this Charter School Agreement.

**Expected Outcome:** As a result of these waivers, the school will accept and manage gifts and donations in accordance to the law and in accordance with the terms and conditions set by this Charter School Agreement.

**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 teachers certificate or letter of authorization.

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

**Rationale:** Stargate School should be granted the authority to hire teachers and principals that will support the schools goals and objectives. The principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the school’s chief executive officer. The school will seek to attract principals/headmasters 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 Stargate School will be employed on an at-will basis. All employees of Stargate 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 Stargate School.

**Duration of the Waivers:** Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate 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:** Stargate 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. Not every teacher who is successful in the regular public school will be successful at Stargate School. All employees of Stargate School will be employed on an at-will basis.

**Replacement Plan:** Stargate School 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:** Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate 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:** Stargate School is granted the authority under the Charter School Agreement to select its own teachers. No other school or the Adams 12 School District should not have the authority to transfer its teachers into Stargate School or transfer teachers from Stargate 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 Waiver:** The school requests that this waiver be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on the Adams 12 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 Stargate 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)(b) Boards of Education . Specific Duties**
delegation) Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

**Rationale:** Stargate School will be operating independently from other schools in the Adams 12 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 Stargate School will adopt policies and the Principal or designated Principal of Stargate School will prescribe rules and regulations.
Duration of the Waiver: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on Adams 12 School District. Stargate School 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 Stargate School, as set forth in this Charter School Agreement.

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

C.R.S. § 22-7-1014(2)(a)
Which requires each district to administer the school readiness assessment to each student.

Rationale: Stargate 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 based throughout the program.

Plan: Stargate School has a full day Kindergarten program utilizing best-gifted instructional practices and includes small group instruction while implementing the Common Core/State Standards.

1. Physical well-being and motor development:
   - Students participate weekly in a structured physical education class meeting or exceeding state standards. Students are assessed on motor development skills acquired throughout the year. In addition students participate in three recesses daily that encourages gross motor development.
   - Students participate weekly in Art education meeting or exceeding state standards. Development affine motor skills is achieved through drawing, painting, and creating objects. Students are assessed on fine motor skills acquired throughout the year.
   - Students participate weekly in music education meeting or exceeding state standards. Students participate in a variety of movement and rhythm exercises and they are introduced to a variety of instruments. Students are assessed throughout the year on both their fine and gross motor skills.
   - Students participate in weekly technology classes learning keyboarding and how to manipulate the various functions of the computer. 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 positive behavior support system designed by the school. This includes classroom, cafeteria, recess and hallway expectations. Students are rewarded for the positive behavior they demonstrate.
   - Various classroom positive behavior techniques are implemented. These include red/yellow/green
charts, 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 using the Second Step Program on a weekly basis. 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.

- Students participate in monthly gifted discussion groups to address their social-emotional needs around their giftedness. Students will meet in a small group (6-10 students) with a teacher facilitator and focus on their individual social emotional needs. These sessions will last approximately 40 minutes and will take place the last Wednesday of each month. Each month they will have a different theme including: understanding your gifts, stress, resiliency, perfectionism and friendships to name a few. Students are assessed and surveyed throughout the year.

- 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 90 minutes of reading, writing, listening, and speaking skills daily through needs-based groups. Each student is engaged in a comprehensive program that builds vocabulary and knowledge at their own ability level. The levels range from an on grade level to a second grade level. All students master sounds and letters for fluent decoding and encoding and build knowledge, language, and vocabulary that are essential for comprehension. Assessments are administered every two weeks to monitor growth.

- The MAPS assessment for language usage and reading is administered three times per year. Any student that does not make adequate growth will receive small group instruction specific skill areas in need of improvement. Student MAP scores are reported to Stargate families throughout the school year.

- The DRA2 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. Students not making benchmark are brought to the RTI team for further review to determine the literacy area most in need of improvement. If the student is far below benchmark on two consecutive administrations the student is given additional minutes of small group instruction.

- Students receive instruction 50 minutes each day of Spanish instruction. This is a comprehensive program that teaches reading, writing, listening and speaking skills in the area of a second language. Students master sight words, study vocabulary words to build their knowledge and understanding of the Spanish language.

4. Cognition and general knowledge (based on State Standards)
- Students receive 60 minutes of math instruction using Singapore Math curriculum. This curriculum is based on the common core/state standards for math. Assessment is given every two weeks 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.
The MAP5 assessment for math is administered three times per year. Any student that does not make adequate growth will receive small group instruction in specific skill areas in need of improvement. Student MAP scores are reported to Stargate families throughout the school year.

Science - Students are instructed on various topics including: Simple machines (pulley, wheel and axle, wedge, screw, inclined plane, and lever); the five groups of vertebrates and invertebrates (mammals, birds, fish, amphibians, reptiles, vertebrates); Plants and Animals; Animals and Their Needs; Human Body (including taking care of their body with exercise, cleanliness, healthy foods and rest); 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; winter holidays and cultures around the world; the First Thanksgiving with the Pilgrims and the Native Americans; and families around the world and understand the concept that families are everywhere. Bi-weekly and project-based 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. The information includes results of formal assessments, informal assessments and developmental checklists. This information is housed in an in-house system. The RTI team develops an action plan to deliver a structured intervention administered by the classroom teacher.

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 Infinite Campus.

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 the Waiver: Stargate School request that the waiver be for the duration of its contract with School District Adams12. Therefore, the waiver is requested until June 30, 2022.

Financial Impact: Stargate School anticipates that the requested waiver will have no financial impact upon School District Adams12 or Stargate 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 Stargate School’s curriculum and the overall program design.

Expected Outcomes: Stargate 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. § 22-2-112(1)(q)(I) Commissioner-Duties

Rationale: Stargate School or the 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 head of school. Additionally, Stargate 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: Stargate School uses its own evaluation system as agreed to in the Charter School Agreement with Adams12 School District. Stargate School’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 Stargate 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. Stargate School 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: Stargate School request that the waiver be for the duration of its contract with School District Adams12. Therefore, the waiver is requested until June 30, 2022.

Financial Impact: Stargate School anticipates that the requested waiver will have no financial impact upon School District Adams12 or Stargate School.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the overall and individual ratings of the performance evaluation system. The ratings will be evaluated and the data will inform Stargate School’s hiring decisions, professional development, and the induction program.

Expected Outcomes: Stargate School expects that as a result of this waiver, we will be able to continue to provide an appropriate performance evaluation system that promotes teacher effectiveness and ensures student success and academic growth.
Attachment 8:
Adams 12 Policy Waivers

2019-20 Contract Renewal Waivers:
Policy 2100: Selection and Appointment of Administrators

Policies 3300, 3310, 3320, 3330: Expenditures, Contracting, Procurement, Bids

Policy 3600: Student Transportation

Policy 3810: Building Access

Policy 4150: Employee Professional Learning and Development Travel Expenses Reimbursement

Policy 4160: Guidelines for Compensating Certified Staff – Opening New Schools/Renovating of Existing Schools

Policy 6100: Perpetual School Calendar

Policy 6110: Released time for Students

Policy 6200: Course/Program Development

Policy 6230: Instructional Materials

Policy 6250: Athletics

Policy 6340: Graduation Requirements

Policy 8900: Individual Rights & Responsibilities
Stargate School submits the following requests for waivers from Superintendent policies:

**Policy 2100: Selection and Appointment of Administrators**

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.

b. Expected outcome: This will allow the Stargate School Board of Directors and Executive Directors to hire the most qualified candidate for each position.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.

e. Financial impact: No financial impact

**Policy 3300: Procurement Policy**

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.

b. Expected outcome: The Stargate School Board will have the authority to make all procurement decisions. Stargate School may choose to use the purchasing services offered by Adams 12 for some purchases, but because of its unique programming and curriculum it will be necessary for Stargate School to make purchases outside of the District.

Stargate School will seek the most competitive pricing, including the use of the District purchasing resources and the Colorado League of Charter School’s group purchasing plan.

The Stargate School Board will make its decision similarly to what is outlined in the Superintendent Policy 3300 to obtain the “Best Value”, defined as being the lowest cost to acquire materials or services that provide the specified quality, durability, availability, and warranty to Stargate School within an appropriate timeline.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.
d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.

e. Financial impact: This will allow the Stargate School Board of Directors to obtain the best value on goods and services.

**Policy 3310: Contracting Authority and Purchasing Authority**

**Substitute Policy:** In development by Stargate School Board of Directors

**Procedure:** The charter school may enter into contracts for such things as professional services or rentals or to perform a function with the scope of the charter school’s mission, goals and annual plans. All contracts the charter school enters into in excess of $5,000 but less than $10,000 must be approved by the Board of Directors unless otherwise exempted by the Board for recurring expenses or services, or otherwise explicitly planned for and approved within the current fiscal budget. All contracts in excess of $10,000 must be individually approved by the Board of Directors. All contractual agreements shall be in writing, signed and dated by a Principal.

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.

b. Expected outcome: Stargate School shall have authority to enter its own contracts. The Stargate School Board may allow certain staff (i.e. Executive Directors,) to contract for goods and services in an amount not to exceed $10,000.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.

e. Financial impact: This will allow the Stargate School Board of Directors to obtain the best value on goods and services.

**Policy 3320: Bid Requirements**

**Substitute Policy:** To be developed by Stargate School Board of Directors

**Procedure:** When a product is to be purchased that costs more than $10,000, a Principal, or his or her designee, shall make every reasonable effort to secure quotes and product specifications from at least three providers of the product or a similar product. The head of school shall select from among these offers, and document the reasons for selecting the chosen option, which shall include mention of the aforementioned factors that guide such selection.
Professional service contracts or sole source vendors are excluded from the requirement to seek multiple bids; however, nothing shall preclude a Principal from seeking such multiple bids for these contracts. All contractual agreements shall be in writing, and signed and dated by the Head of school or his or her designee.

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.

b. Expected outcome: Stargate School shall have authority to enter its own contracts and solicit bids and approve them.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.

e. Financial impact: This will allow the Stargate School Board of Directors to obtain the best value on goods and services.

Policy 3600: Transportation

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.

b. Expected outcome: Stargate School shall have authority to make autonomous decisions about transportation based on the needs of our community.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promotes its Mission and Vision.

e. Financial impact: This will allow Stargate School to use its financial resources in other areas to promote its Vision and Mission.

Policy 3810: Building Keys

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.

b. Expected outcome: The Executive Director of Operations or Facilities Manager will determine which staff members are authorized to be issued keys. A master list inventory of all keys shall be kept which includes the name of the individual to whom the key is checked. The Facilities Manager, or his/her designee, shall be responsible for the issuing of keys and shall require individuals receiving keys to sign a receipt for same. This includes employees, vendors, contractors or any
person who is issued a key. The Facilities Manager will also make an annual inventory check of all keys issued. Loss of keys shall be reported to the administrator immediately. The employee may be charged restitution based upon the circumstances and the cost of restoring area or building security.
c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.
d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.
e. Financial impact: The financial impact to Stargate School will be minimal, if at all.

Policy 4150: Employee Professional Learning & Development Travel Expenses Reimbursement

Substitute Policy: To be developed by Stargate School Board of Directors

Procedure: All out-of-town travel shall be approved by the Executive Directors of Operations and/or Academics in advance. Approval of travel is at the discretion of the staff member who supervises that budget. All staff shall submit travel reimbursement forms by which they request reimbursement. All receipts and substantive documentation must be submitted. Staff shall be compensated within 20 business days of submission of a complete and accurate reimbursement form to the Executive Director of Operations or the Staff Accountant. All employees are required to turn in receipts for reimbursements within 30 days of expenditure; anything outside of this range may not be reimbursed by discretion of the employee supervisor.

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.
b. Expected outcome: Stargate School will apply appropriate procedures to support employee travel for professional development.
c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.
d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.
e. Financial impact: The financial impact to Stargate School will be minimal, if at all.

Policy 4160: Guidelines for Compensating Certified Staff

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.
b. Expected outcome: The Stargate School Board and Administration will ensure that qualified persons are employed to promote the Vision and Mission of the school. Stargate School shall develop and apply employment procedures to effectively and efficiently operate the school consistent with applicable federal and state laws and regulations. Compensation and employment offers will be established and approved by the Stargate School Board of Directors. Stargate School will determine its workday schedules, staffing needs and recruitment and hiring procedures. Stargate School will develop its salary schedules and benefit package, subject to the statutory requirement that employees of a charter school be members of PERA. Stargate School will adopt policies which comply with all state and federal laws and which specify and ensure legally-required rights, privileges, and protections for its employees.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.

e. Financial impact: This will allow the Stargate School Board of Directors to obtain the best value on goods and services.

Policy 6100: Perpetual School Calendar

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.

b. Expected outcome: The Stargate School Board of Directors and Administration creates and approves the Stargate school calendar, which includes guidelines for staff in-service days and student contact hours.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.

e. Financial impact: Minimal. This will allow Stargate School to use its financial resources in a way that aligns with the vision and mission.

Policy 6110: Released Time for Students

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.
b. Expected outcome: The Stargate School Board of Directors sets and approves its own school calendar, which includes released time guidelines for students.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.

e. Financial impact: None

Policy 6200: Course/Program Development

a. Reasoning: Stargate School will be responsible for its own course/program development consistent with its Vision and Mission. Continuous development, evaluation, and adaptation of courses/programs are necessary if Stargate School is to meet the educational needs of students. All courses/programs will meet or exceed the state content standards in each subject and be consistent with state law.

b. Expected outcome: Stargate School expects to continue to meet or exceed the District’s performance standards. Stargate School will continue to develop courses and programs to achieve its vision and mission.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.

e. Financial impact: Minimal. Stargate School will continually assess the cost-benefit analysis of all of its programming.

Policy 6230: Instructional Materials

Substitute Policy: To be developed by Stargate School Board of Directors

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.

b. Expected outcome: The Executive Director of Academics is responsible for identifying appropriate instructional materials that support the Stargate mission and vision.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.
d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.

e. Financial impact: Minimal. Stargate School will continually assess the cost-benefit analysis of all of its instructional materials.

Policy 6250: Athletics

Substitute Policy: To be developed by Stargate School Board of Directors

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.

b. Expected outcome: Stargate School manages its own athletic program.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.

e. Financial impact: Minimal. This will allow Stargate School to use its financial resources in a way that aligns with the vision and mission.

Policy 6340: Graduation Requirements

a. Reasoning: As a charter school, Stargate School has developed and will continue to develop and adopt its curriculum. As part of its programming, Stargate School has developed graduation requirements that are different form the District. For instance, high school graduates will be required to complete a minimum of 24 credits, complete an approved science project, and will be required to participate in community service projects.

b. Expected outcome: Stargate School manages its own graduation requirements and holds high expectations and graduation requirements for our students.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.

e. Financial impact: There will be no additional financial impact due to this waiver.
Graduation Requirements

Stargate’s graduation requirements meet the Colorado Department of Education requirements and have been developed based on the entrance requirements of many colleges and universities, as well as through analysis of the components of a strong, academic high school curriculum. Students must successfully complete a minimum of 24 credits in order to graduate. The recommended credit requirements in the table below are offered to meet the entrance requirements for many of the nation’s top colleges.

<table>
<thead>
<tr>
<th>Subject Area</th>
<th>Required Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>4</td>
</tr>
<tr>
<td>Math</td>
<td>4</td>
</tr>
<tr>
<td>Science</td>
<td>3 (4 recommended)</td>
</tr>
<tr>
<td>Social Studies</td>
<td>3 (4 recommended)</td>
</tr>
<tr>
<td>World Language</td>
<td>2 of the same World Language (3 recommended)</td>
</tr>
<tr>
<td>PE/Health</td>
<td>1</td>
</tr>
<tr>
<td>Elective</td>
<td>7</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>24</strong></td>
</tr>
</tbody>
</table>

Policy 8900: Individual Rights and Responsibilities

a. Reasoning: This policy would inhibit Stargate School to operate autonomously as a charter school.

b. Expected outcome: Stargate School communicates rights and responsibilities to our community and stakeholders through various forms of communication.

c. Duration: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2022.

d. School improvement: This will permit Stargate School to operate autonomously, allowing Stargate School to implement its unique educational plan and promote its Mission and Vision.

e. Financial impact: None
Attachment 9
Admission and Enrollment Preferences, Selection Method, Timeline and Procedures

Stargate’s Board has amended its admission policy to include additional factors (a “body of evidence”) as components of its application process. By November 15, 2019, as described in Attachment 11 (Item 8), Stargate will collaborate with District staff prior to the formal adoption of the new policy and necessary related procedures.

Admissions Timeline 2019-2020 School Year

Prospective Parent Meetings: K-5-Elementary Commons
Wednesday, November 7 @6:30pm
Thursday, December 6 @6:30pm
Tuesday, January 15 @6:30pm

Prospective Parent Meetings: Middle/High School (grades 6-10)-Secondary Commons
Thursday, November 15 @6:00pm
Wednesday, December 5 @6:00pm
Thursday, January 17 @6:00pm

School Tours- 8:30am-9:30am-Sign up online
K-5- November 7, November 15, December 5, December 12, January 16, January 23, January 30 . Sign up here
Middle/High School- November 7, November 15, December 5, December 12, January 16, January 23, January 30 . Sign up here

Admissions Window Opens for New and Waitlisted Applicants
Thursday, November 1, 2018

2019-2020 Admissions Window Closes-Completed Application Deadline
Friday, Feb. 1, 2019 by 4:00 pm

Qualified-Not Qualified Emails
Wednesday, Feb. 6, 2019

Appeals Due in Writing by Noon
Friday, Feb. 8, 2019

Appeal Answers emailed by 4pm
Monday, Feb. 11, 2019

Lottery Pull
Wednesday, Feb. 13, 2019

Notification of Seat Offers and Wait Pool Emailed
Wednesday, Feb. 13, 2019

Seat Offer Acceptance Due by 4pm
Monday, February 25, 2019
<table>
<thead>
<tr>
<th>SCHOOL:</th>
<th>REQUIRED PURCHASED SERVICES</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Reference</strong></td>
<td>Service Description</td>
<td>Current Charge FY18-19*</td>
</tr>
<tr>
<td>1</td>
<td>Central Administrative Overhead</td>
<td>$74.00</td>
</tr>
<tr>
<td>2a</td>
<td>Charter Liaison Services <em>(Base Cost each school)</em></td>
<td>15,000</td>
</tr>
<tr>
<td>2b</td>
<td>Charter Liaison Services <em>(per pupil)</em></td>
<td>$44.08</td>
</tr>
<tr>
<td>3</td>
<td>Instructional Support Services <em>(per pupil)</em></td>
<td>$10.77</td>
</tr>
<tr>
<td>4</td>
<td>Frontline Enrich <em>(per pupil)</em></td>
<td>$0.40</td>
</tr>
<tr>
<td>5</td>
<td>Operational Support Services <em>(per pupil)</em></td>
<td>$97.41</td>
</tr>
<tr>
<td>6</td>
<td>Licensing: Student Information System <em>(per pupil)</em></td>
<td>$8.00</td>
</tr>
<tr>
<td>7</td>
<td>Google Suite</td>
<td>N/A</td>
</tr>
</tbody>
</table>

| OPTIONAL PURCHASED SERVICES | |
| --- | --- | --- | Yes | No |
| **Service Description** | Current Charge FY18-19 | Estimated Charge FY19-20 | |
| **Other District Services** | | | | |
| 8 | Panorama Surveys -Family & Staff *(per pupil)* | $1.00 ea. | $1.00 ea. | ✔ |
| 9 | Schoology-Curriculum *(per staff FTE)* | N/A | $6.00 | ✔ |
| 10 | School Messenger *(per student)* | $1.25 | $1.25 | ✔ |
| 11 | PayFort Annual Contract | .30-.50% of annual transactions | | ✔ |
| **Teacher Induction** | | | | |
| 12 | Teacher Induction | $400-$1,300 per inductee | | ✔ |
| 13 | Principal Induction | $700.00 | | ✔ |

Updated: 5/13/2019
# Optional Purchased Services

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Current Charge FY18-19</th>
<th>Estimated Charge FY19-20</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assessments</strong></td>
<td></td>
<td></td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>14 NWEA MAP Testing (per student)</td>
<td>$8.50</td>
<td>$8.50</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>15 TS Gold Kindergarten Readiness Testing (per student)</td>
<td>$9.95</td>
<td>$9.95</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>16 PALS Assessment (per student)</td>
<td>$5.50</td>
<td>$5.50</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>IT Specialized Service</strong></td>
<td></td>
<td></td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>17 Consolidated Billing (one-time set up)</td>
<td>$750.00</td>
<td>$750.00</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>18 Consolidated Bill Mailing</td>
<td>Actual cost associated with printing and mailing</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Changes from year to year are due to annual increases in salary and benefits and expansions of programming services and accessibility.

Please note these are estimates based on currently available information. These amounts may increase or decrease based on actual costs and will be reconciled at the end of each fiscal year. Full description of services included in each fee listed in the narrative below.

---

Principal Signature

Board Chair Signature

Executive Director

Updated: 5/13/2019
### Charter School Agreed Upon Fees Service Selections - 2019-2020 School Year

#### NEED BASED - OTHER PURCHASED SERVICES
Charters may incur additional fees/costs paid to either the district and/or consultant/contracted services, pending district capacity as determined by the Charter Liaison in collaboration with charter leaders and department leaders.

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Education Services</td>
<td>Contract-Direct Pay</td>
<td>For example: Consultation with Behavioral Support Team Specialists</td>
</tr>
<tr>
<td>English Language Learners/Development Services</td>
<td>Contract-Direct Pay</td>
<td></td>
</tr>
<tr>
<td>Intervention and Health Services</td>
<td>Contract-Direct Pay</td>
<td></td>
</tr>
<tr>
<td>Gifted and Talented Services</td>
<td>Contract-Direct Pay</td>
<td>For example: Guest Speakers, Gifted Best Practices, Classroom observation to understand instructional practices and provide feedback as needed, Site visit to review GT program plan using NAGC standards, Google Drive GT Coordinator Resources: Training guides, professional learning resources, student teacher resources, Advanced Learning Plan Training</td>
</tr>
<tr>
<td>Expulsion Hearings</td>
<td>Contract-Direct Pay</td>
<td></td>
</tr>
</tbody>
</table>

#### Student Specialized Programming (attendance at a District Non-Charter School)

<table>
<thead>
<tr>
<th>Program Description</th>
<th>Rate (per day)</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Education Programming (per day, dependent on need)</td>
<td>$142-$272</td>
<td></td>
</tr>
<tr>
<td>Expelled Programming (per day)</td>
<td>$150</td>
<td></td>
</tr>
<tr>
<td>Alternative to Suspension or Expulsion Classes</td>
<td>$25</td>
<td>dependant on space availability</td>
</tr>
<tr>
<td>Career Technical Education (per one-hour class, per semester)</td>
<td>$820</td>
<td></td>
</tr>
<tr>
<td>Advanced Placement Classes (per one-hour class, per semester)</td>
<td>$820</td>
<td></td>
</tr>
</tbody>
</table>

#### Transportation (subject to availability)

<table>
<thead>
<tr>
<th>Transportation Type</th>
<th>Rate (per day)</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driver (per hour)</td>
<td>$38.88</td>
<td>Five (5) hour training. Ratio of one (1) trainer for every two (2) participants. Course fee includes cost for fuel and bus usage. District will maintain driver certification records on behalf of charter school upon successful completion of the course. Course includes instruction and trainer supervised driving experience. Course typically announced via e-mail groups and PD express in early August and offered in September or October.</td>
</tr>
<tr>
<td>Para (per hour)</td>
<td>$24.82</td>
<td></td>
</tr>
<tr>
<td>Bus (per mile)</td>
<td>$1.24</td>
<td></td>
</tr>
<tr>
<td>Small Vehicle Drug Screen (per employee)</td>
<td>$32.00</td>
<td></td>
</tr>
<tr>
<td>Small Vehicle Driver Training (per trainee)</td>
<td>$250</td>
<td></td>
</tr>
<tr>
<td>Small Vehicle Rental (per mile)</td>
<td>$1.24</td>
<td></td>
</tr>
</tbody>
</table>

Updated: 5/13/2019
### Facility Reservations (no special priority and is subject to availability)

<table>
<thead>
<tr>
<th>Facility</th>
<th>Rate</th>
<th>Charter Schools receive the discounted &quot;Non-Profit Youth Organizations&quot; rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conference Rooms</td>
<td>per reservation</td>
<td>Charter Schools receive the discounted &quot;Non-Profit Youth Organizations&quot; rate</td>
</tr>
<tr>
<td>School Facilities</td>
<td>per reservation</td>
<td>Charter Schools receive the discounted &quot;Non-Profit Youth Organizations&quot; rate</td>
</tr>
<tr>
<td>VMAC Pool</td>
<td>per reservation</td>
<td>Charter Schools receive the discounted &quot;Non-Profit Youth Organizations&quot; rate</td>
</tr>
</tbody>
</table>

### Other Purchase Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printing Services</td>
<td>per print order</td>
<td>Charter Schools receive the discounted &quot;Non-Profit Youth Organizations&quot; rate</td>
</tr>
<tr>
<td>Records Management <em>(per bankers box)</em></td>
<td>$65.00</td>
<td></td>
</tr>
<tr>
<td>Radios <em>(each)</em></td>
<td>$565.00</td>
<td>1st radio will be provided at no cost.</td>
</tr>
</tbody>
</table>
Attachment 11: Additional Rights and Responsibilities of the District and the School

Consistent with priorities set forth by the Adams 12 Board of Education in its February 11, 2019 Resolution Regarding Stargate Charter School’s Charter Renewal Application, and subsequently negotiated between the District and the School, the following additional agreements are hereby established:

1. Title IX/Civil rights issues shall be addressed as follows:
   a. For the 2019-2020 school year Stargate will continue to retain the services of a mutually acceptable and qualified independent expert Title IX/Civil Rights coordinator through a consulting arrangement.
   b. The District will support the services of the coordinator by paying 25% of the cost through the 2019-20 school year.
   c. Stargate will continue to support and cooperate with the independent coordinator as well as his/her successors in fulfilling his/her role.
   d. Stargate shall develop a plan for Title IX/Civil Rights oversight and compliance and submit the plan to the District prior to January of 2020. As the plan is developed, the District shall provide input in a manner similar to the collaboration used in the Executive Director hiring process.

2. For each year of the renewed contract, Stargate will submit to the District a plan with specific goals to improve school climate and culture, including action steps, relevant data gathering and adjustments as needed, and corresponding goals.

3. All students currently, formally identified as Gifted and Talented ("GT"), will have a comprehensive, statutorily compliant ALP in place by the start of the 2019-20 school year. Moving forward, within the first 45 days of GT identification, all students will have a formal ALP.

4. During the renewal term, Stargate will provide annual training for all school administrators and teaching staff on compliance and best practice for gifted learners. The nature of the training shall be determined by the School in consultation with District staff.

5. Because of the school’s mission to serve gifted and talented students, the school will employ at least one administrator or instructional leader who possesses or is actively working to obtain an endorsement and/or advanced degree with an emphasis in gifted and talented education. Annually by September 1, Stargate will report to the District on which Staff Member(s) have such credentials.

6. Stargate will arrange and complete by November 15, 2019, at its sole cost, a special education program audit to be conducted by a qualified independent third party, to include findings and implement recommendations for improvement of procedures, safeguards and
services for students with special needs. Copies of the audit shall be provided to the Adams 12 Board of Education and administration. Stargate will promptly implement recommendations from the audit and will provide monthly updates about progress to the District.

7. During the renewal term, Stargate will provide annual training for all school administrators and teaching staff on compliance and best practice in special education and Section 504. The training shall be provided by a Stargate staff member, district staff member, or consultant with credentials acceptable to the District. All related costs will be the responsibility of the school.

8. Stargate’s enrollment policy and procedures must be in writing and comply with applicable law and be consistent with District policies. The District and Stargate shall collaborate prior to the formal adoption of the Stargate board of such policy to ensure that the enrollment policy and procedures align with applicable laws and District policies and finalize the enrollment policy and practice for the 2020-21 school year by November 15, 2019.

9. The Stargate Board will engage in annual training as described in Section 5.6.C to address board best practices and compliance regarding governance and accountability. All Stargate Board members shall attend these trainings, and individual trainings shall be provided to any new members outside the annual training cycle. Stargate’s annual plan for Board member training will be shared with the District by no later than September 1 of each year.

10. Stargate Board and administration will communicate at least monthly and more frequently for urgent matters to report on all complaints and concerns that are brought to the Stargate Board or administration which potentially implicate compliance with applicable law, Stargate or District Policy and Stargate’s response to those complaints.

11. A designated Member of the Stargate Board will report, in writing and in-person, on the compliance status of each of the topics outlined herein to the Adams 12 Board of Education twice in the 2019-20 school year, once in January 2020, and again in June 2020; and then continue with a once annual report in subsequent years.