

THIRD AMENDED CHARTER SCHOOL RENEWAL CONTRACT

This Third Amended Charter School Renewal Contract (“Renewal Contract”) dated and effective this day ~~///~~ of June, 2024, is made and entered into by and between Poudre School District R-1 (the “School District”) and Liberty Common School (“Liberty Common”) and shall take effect July 1, 2024. The School District and Liberty Common are collectively referenced herein as the “parties.”

RECITALS

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

WHEREAS, on February 24, 1997 the School District’s Board of Education (“Board”) approved Liberty Common’s Final Application to form and operate a charter school in the School District, on June 26, 2000 the Board approved amendments to the Final Application, and on May 12, 2009 the Board approved Liberty Common’s request for expansion to add grades 10-12 to its education program; and

WHEREAS, Liberty Common has operated as a charter school within the School District since July 1997, most recently under a Second Amended Charter School Contract dated June 27, 2019 with a term ending June 30, 2024; and

WHEREAS, Liberty Common submitted a Charter Renewal Application to the District on December 1, 2023 (“Renewal Application”) pursuant to C.R.S. § 22-30.5-110 and District Policy LBD; and

WHEREAS, the Board has the authority to waive School District policies and regulations only to the extent permitted by law; and

WHEREAS, the Board’s authority, as approved by the State Board of Education, to grant waivers from the requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes and the regulations enacted thereunder; and

WHEREAS, Liberty Common’s Final Application as amended, its expansion request as approved by the Board, and its Charter Renewal Application attached hereto as Exhibit A, serve as the basis for this Charter School Renewal Contract as provided in C.R.S. § 22-30.5-105(1);

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

AGREEMENT

1. Mission Statement. The mission statement contained in the Application is approved by the School District to the extent it is consistent with the principles of the General

Assembly's declared purposes for enacting the Charter Schools Act as set forth in C.R.S. §§ 22-30.5-102(2) & (3).

2. Goals, Objectives and Pupil Performance Standards. The goals, objectives and pupil performance standards set forth in the Application and Renewal Application are accepted by the School District, as amended by this Renewal Contract, and subject to the conditions set forth below:

2.1 Student Attendance, Conduct and Discipline. Liberty Common shall comply with all governing laws and all School District policies and regulations concerning student attendance, standards of conduct and discipline to the extent not waived or amended in writing by the School District, unless superseded by this Renewal Contract or by conflicting Liberty Common policies and/or regulations that have been approved in writing by the School District. Liberty Common's procedures shall provide for the appeal of student suspensions, except in cases of a suspension preceding recommended expulsion, to the Liberty Common Board of Directors. When the headmaster of Liberty Common recommends a student for expulsion, the proceedings shall be referred to the School District's Assistant Superintendent for handling through the District's expulsion process. The School District's Board shall have final authority regarding appeals in student expulsion cases.

2.1.1 Attendance of students at Liberty Common shall be in compliance with Colorado's compulsory attendance laws, including but not limited to hour requirements and the distinction made between excused and unexcused absences.

2.1.2 Liberty Common may adopt its own set of policies and procedures concerning student conduct and student discipline as long as such policies and procedures are consistent with governing law and are consistent with School District policies and regulations to the extent not waived or amended in writing by the School District.

2.1.3 Any material modifications to approved Liberty Common student attendance, conduct or discipline policies and/or procedures shall be submitted to the School District's Chief of Staff for review and feedback prior to implementation.

2.2 Student Welfare and Safety. Liberty Common shall comply with all applicable federal and state laws, and shall comply with all School District policies and regulations to the extent not waived or amended in writing by the School District, concerning student welfare, safety and health, including but not limited to School District policies and regulations, and state laws, regarding the reporting of child abuse, accident prevention and disaster response, the adoption and implementation of a Safe School Plan as required by C.R.S. § 22-32-109.1(2), and any state regulations governing the operation of school facilities.

2.3 Academically Low-Achieving Students. Liberty Common shall identify academically low-achieving, at-risk students and "exceptional children" as defined in regulations adopted by the Colorado State Board of Education, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with governing law, as set forth in the Application, Renewal Application, and this Renewal Contract.

2.4 Accountability and Accreditation. Liberty Common shall comply with the educational accountability provisions of Colorado law, as amended from time to time, including but not limited to the Preschool to Postsecondary Education Alignment Act, C.R.S. §§ 22-7-1001 *et seq.*; and the Education Accountability Act of 2009, C.R.S. §§ 22-11-101 *et seq.*. Liberty Common shall comply with the Accreditation Rules of the Colorado State Board of Education (“Rules”), including but not limited to tailoring educational programming to meet the individual needs of “exceptional children” as defined in such Rules unless the State Board of Education grants a request by the School District and Liberty Common to waive any of said Rules; and shall comply with the School District’s Accreditation Contract, as amended from time to time.

2.5 Gifted Children. Liberty Common shall comply with the Exceptional Children’s Education Act, C.R.S. §§ 22-20-101 *et seq.* (“ECEA”) and accompanying regulations regarding the education of gifted children.

3. Evidence of Support. The Board finds that there exists sufficient support for the continuation of Liberty Common as a charter school.

4. Educational Program, Pupil Performance Standards and Curriculum. The Liberty Common K-12 educational program, pupil performance standards and curriculum, as contained in the Application and Renewal Application are approved by the School District, subject to the conditions set forth below. Liberty Common’s educational program described in the Application and Renewal Application does not include an on-line program or on-line school authorized under C.R.S. §§ 22-30.7-101 *et seq.*, and Liberty Common is accordingly prohibited from offering such an on-line program or on-line school in the absence of a written amendment to this Contract expressly providing therefor. Liberty Common is not prohibited from offering occasional, short-term on-line access to instruction or coursework to individual students based on particular student needs provided that regular online delivery of instruction and coursework is not an element of Liberty Common’s educational program. Liberty Common expressly asserts this section does not authorize a fully online educational program.

4.1 Curriculum. Liberty Common shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law, including but not limited to requirements regarding content standards.

4.1.1 The educational program, pupil performance standards and curriculum designed and implemented by Liberty Common shall meet or exceed any content standards adopted by the School District and shall be designed to enable each pupil to achieve such standards.

4.1.2 Liberty Common agrees to comply with all state statutory requirements concerning subjects of instruction, including but not limited to instruction in the areas of state and federal history and civil government, C.R.S. § 22-1-104; honor and use of the United States Flag, C.R.S. § 22-1-106; the federal constitution, C.R.S. §§ 22-1-108 & -109; and the effect of use of alcohol and controlled substances, C.R.S. § 22-1-110, unless the State Board

of Education grants a request by the School District and Liberty Common to waive any of said statutory requirements.

4.1.3 Any proposed significant changes to the educational program or program delivery system described in the Application and/or Renewal Application, as amended herein, must be submitted to the School District's Chief of Staff for approval prior to implementation. Liberty Common shall provide evidence reasonably acceptable to the School District of the complete scope and sequence of such program of instruction.

4.2 Records.

4.2.1 Liberty Common agrees to comply with all recordkeeping requirements of governing law and of School District policies and regulations to the extent not waived or amended in writing by the School District, and shall timely provide any reports necessary for the School District to meet its reporting obligations to the State Board of Education, Colorado Department of Education, and U.S. Department of Education. Student records include but are not limited to immunization records, class schedules, records of academic performance, disciplinary actions, attendance, and standardized test results and documentation required under federal and state law regarding the education of students with disabilities.

4.2.2 Liberty Common shall comply with all applicable federal and state laws including but not limited to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.*, and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and with all School District policies and regulations to the extent not waived or amended in writing by the School District, concerning the maintenance, retention and disclosure of student records.

4.3 Nonreligious, Nonsectarian Status. The educational program of Liberty Common shall be nonreligious, nonsectarian, and consistent with applicable law and School District policy; and shall not discriminate against any student on the basis of race, color, creed, national origin, sex, marital status, sexual orientation, gender identity, gender expression, religion, ancestry, disability or need for special education services.

4.4 Admissions and Enrollment. Students shall be considered for admission to Liberty Common without regard to race, color, creed, national origin, sex, marital status, sexual orientation, gender identity, gender expression, religion, ancestry, disability or need for special education services. Enrollment shall be open to any child who resides within the School District and to any child who resides outside of the School District, subject to this Contract. Determinations regarding the availability of space at Liberty Common shall be made by Liberty Common's Board of Directors. In connection with its proposed annual budget submitted to the School District's Budget Director on or before April 15 of each year this Contract is in effect, Liberty Common shall also submit, in the manner required by the School District for its electronic data system, information requested by the District on each student projected to be enrolled at Liberty Common for the upcoming academic year. On the 15th day of every month from October through May during each academic year this Contract is in effect (unless the School District and Liberty Common agree in writing to another date), Liberty Common shall submit to the Budget Director, in the manner required by the School District for its electronic

data system, information necessary to ensure that the data on Liberty Common's students requested by the District is current as of that date with respect to every student enrolled in the school. Nothing herein shall be construed to prohibit Liberty Common from giving priority in enrollment to children in the founding families listed in Exhibit G.

4.5 Student Health. Liberty Common shall provide hearing and vision screening in accordance with the requirements of state law and any support and accommodations for chronic health conditions required under federal and state law. Liberty Common shall further assure compliance with state law and School District policies and regulations regarding immunization of students, that medications are administered in accordance with state law, and that health services are provided in accordance with the Nurse and Nurse Aide Practice Act, C.R.S. §§ 12-255-101 *et seq.*

4.6 Education of Students with Disabilities. Liberty Common shall comply with the requirements of federal and state law, and with the requirements of all School District policies and regulations to the extent not waived or amended in writing by the School District, concerning the admission and education of students with disabilities. When a student has applied for admission and only after the student has secured a seat at Liberty Common through its lottery process, Liberty Common may ask the student if they have a current IEP or Section 504 Plan and may require the student/District provide the most recent IEP or Section 504 Plan. After a student has secured a seat through Liberty Common's lottery process, if a student is determined to be a student with a disability, a properly constituted Section 504 team or IEP team (as applicable and including one or more employees from the School District's Student Services Department and/or Integrated Services Department) shall be convened to determine whether Liberty Common is an appropriate placement for the student. Such determination shall be subject to approval of the School District's Director of Student Services or Director of Integrated Services, as applicable, or their designees. If it is determined that Liberty Common is an appropriate placement for the student, it shall provide reasonable accommodations as required by law and/or special education and related services in accordance with the student's properly developed or revised IEP. Liberty Common shall upon request provide the School District's Chief Human Resources Officer with evidence that its special education service providers meet the education, training, experience and/or licensing requirements of federal and state law, and shall upon request provide the School District's Senior Executive Director of Student Services or Director of Integrated Services, as appropriate, with any or all documents and other information regarding accommodations and/or services provided for each student with disabilities enrolled at the school.

4.7 Tuition and Fees. Tuition shall not be charged to students at Liberty Common, other than for before and after school programs or as otherwise permitted by law. Nonresident students may be admitted pursuant to applicable law and School District policies and regulations to the extent not waived or amended in writing by the School District. In the case of a nonresident student with disabilities for whom space is available, whose enrollment permits charging excess cost tuition pursuant to C.R.S. § 22-20-109 and who is otherwise eligible, Liberty Common shall be responsible for contracting with the student's school district of residence for tuition to cover excess costs, if any, incurred in educating the student. Prior to Liberty Common's execution of the contract, it shall be approved by the School District's

Director of Integrated Services. The tuition charge shall be determined pursuant to guidelines developed by the Colorado Department of Education in accordance with C.R.S. § 22-20-109(5). Student fees may be charged by Liberty Common 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. Liberty Common shall provide the School District's Chief of Staff with a schedule of all proposed regular student fees for the ensuing fiscal year by April 15 of each year this Contract is in effect.

4.8 Extracurricular and Curriculum-Related Programs and Activities.

4.8.1 Subject to the provisions of C.R.S. § 22-32-116.5, School District policies and regulations, and this Renewal Contract, Liberty Common students may participate in extracurricular programs and activities offered by one or more non-charter schools in the School District only if the prerequisites for participation are met and there is space available in the desired program or activity. Where such participation requires payment of a fee, Liberty Common or its students shall be responsible for payment of the fee.

4.8.2 Liberty Common students may audition or otherwise try out for competitive District-wide curriculum-related programs and activities on the same basis as students from the School District's non-charter schools, and if their auditions or try-outs are successful they shall be eligible to participate in such programs and activities on the same basis as the School District's successful non-charter school students. Liberty Common students shall be eligible to participate in non-competitive District-wide curriculum-related programs and activities only if the prerequisites for participation are met and there is space available in the desired program or activity. Where participation in any District-wide curriculum-related program or activity requires payment of a fee, Liberty Common or its students shall be responsible for payment of the fee.

5. Pupil Performance, Student Discipline, and Student Transfers. The Board accepts Liberty Common's methods for evaluating pupil performance and procedures for corrective action contained in the Application and Renewal Application, as amended herein and subject to the conditions below. Liberty Common shall conduct standardized testing that is required by law using forms and schedules prescribed by the School District, in order for the School District to fulfill its reporting requirements. Liberty Common shall cooperate with School District administrators to coordinate such testing and timely reporting of test data with the School District's statistical reporting needs, including but not limited to furnishing information requested by the School District in the manner and at the times required by the School District to assist in fulfilling its reporting requirements. Liberty Common also agrees to implement any testing requirements or procedures necessary to meet the School District's obligations under the provisions of Colorado law, including but not limited to the Education Accountability Act of 2009.

5.1 Liberty Common shall follow the timelines set forth in the Application for achieving its goals, unless such timelines have been amended with the prior written agreement of the School District.

5.2 Liberty Common shall meet the standards for accreditation within the School District as specified in the District's school site accreditation plan, including but not limited to utilization of the District's school site accreditation plan template, and furnishing information requested by the School District in the manner and at the times required by the School District.

5.3 Suspension or expulsion of students from the academic program shall be in accordance with applicable federal and state law, and in accordance with School District policies and regulations to the extent not waived or amended in writing by the School District.

5.4 Notwithstanding any other provision of this Renewal Contract and notwithstanding any of the waivers from School District policies and regulations set forth in Exhibit E: (a) neither Liberty Common nor the School District shall receive any funding or payment for the cost of educating students who exercise choice enrollment or who transfer from Liberty Common to a non-charter school in the School District and/or from a non-charter school in the School District to Liberty Common after the October count date in any fiscal year this Renewal Contract is in effect; and (b) no students shall be allowed to exercise choice enrollment or transfer from Liberty Common to a non-charter school in the School District after the October count date unless authorized in advance and in writing by the Chief of Staff.

6. Economic Plan, Budget and Annual Audit. The proposed Budget section of the Application is amended as follows (which amendments, and all other provisions of this Contract, shall supersede and control over any conflicting language contained in the Application):

6.1 Funding.

6.1.1 Beginning in the 2024-2025 school year and for each year of this Renewal Contract, the parties agree that the School District shall provide funding to Liberty Common in the amount of one hundred percent (100%) of School District per pupil revenues ("PPR"), as defined by C.R.S. § 22-30.5-112(2)(a.5)(II), less two percent (2%) of PPR retained by the School District to cover Liberty Common's projected share of central administrative overhead costs as defined by C.R.S. § 22-30.5-112(2)(a.5)(I), for each funded FTE pupil enrolled at Liberty Common. Also beginning in the 2024-2025 school year and continuing for each year of this Renewal Contract, the School District shall provide Liberty Common with funding in the amount equal to at least ninety-five percent (95%) of the School District's per-pupil mill levy override share multiplied by the number of students enrolled in Liberty Common, as provided by C.R.S. § 22-32-108.5. The term "funded FTE pupil," as used in this paragraph, shall be deemed to mean a full-time equivalent student enrolled as of the counting dates or periods set forth in the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 *et seq.*, or corresponding provisions in any successor acts, and State Board of Education regulations. The two percent of PPR that the parties have agreed will be retained by the School District to cover central administrative overhead costs shall be reconciled to actual central administrative overhead costs within 90 days after the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4)(I), and any difference between the amount initially charged to Liberty Common and the actual cost shall be paid to the owed party.

6.1.2 Services available for purchase by Liberty Common from the School District for the 2024-2025 fiscal year, and each subsequent year of this Renewal Contract, and the estimated costs thereof, shall be specified in a document prepared by the School District that must be completed and signed by Liberty Common on or before May 15 preceding the school year for which the services are being offered and attached to this Contract as Exhibit B. As long as Liberty Common is not in material breach of this Renewal Contract, funding under this section 6.1 will be made available to Liberty Common in monthly installments on or about the first day of each month this Renewal Contract is in effect, subject to adjustments, deductions and annually contracted services as set forth in Exhibit B and as provided in this Renewal Contract.

6.1.3 During each year this Contract is in effect, the School District will adjust Liberty Common’s funding to reflect its actual funded FTE pupil count as of the October count date. The parties acknowledge that under the current version of the School Finance Act, neither Liberty Common nor the School District will receive funding for students in the year of enrollment if the student first enrolls in Liberty Common or the School District after the October count date. In addition, to the extent the School District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases will be made to Liberty Common by adjustment or setoff in subsequent months.

6.1.4 Liberty Common shall receive a proportionate share of funding provided for special education under the Exceptional Children’s Education Act, C.R.S. §§ 22-20-101 *et seq.* (“ECEA”), calculated in accordance with the following formula:

$$\frac{\text{Total District State Revenue for Special Education}}{\text{Total District October Pupil Count}} \times \text{Total Liberty Common October Pupil Count}$$

Such funding shall be accounted for as part of the reconciliation within 90 days after the end of the fiscal year specified in paragraph 6.2.3 of this Renewal Contract. Liberty Common shall provide and bear the cost of special education and related services at the school as required to properly implement each student’s IEP. In connection therewith, Liberty Common may purchase services from the School District as set forth in Exhibit B.

6.1.5 It is the intent of the School District that Liberty Common receive a proportionate share of funding provided by the federal and state governments through grants for which Liberty Common is eligible, to the extent that Liberty Common complies with the conditions and requirements of such grants, applicable law and reporting requirements under such grants. A proportionate share of moneys generated under other federal or state categorical aid programs shall be directed to Liberty Common for each Liberty Common student eligible for such aid. Prior to receipt of such funds, Liberty Common shall provide the School District with acceptable assurances that it will comply with various federal statutes, which assurances are required of recipients of federal funds for categorical aid. Liberty Common shall timely provide the School District with data necessary to complete claims for such funds.

6.1.6 Liberty Common shall re-evaluate its long-term facility needs prior to April 15 of each year in connection with the development of its proposed annual budget.

Requests for additional School District support in meeting such needs shall be subject to negotiation in connection with the budget setting process under paragraphs 6.1.7 and 6.2.7 of this Contract. Requests by Liberty Common to fund necessary capital construction projects through ballot questions for approval of bonded indebtedness and/or a special mill levy shall be submitted in writing (with a capital construction plan as specified in C.R.S. § 22-30.5-404(3) and other supporting documentation) to the School District's Budget Director as far in advance of the November election date as possible, and such requests shall be considered and action thereon shall be taken in accordance with governing law. As provided in the Charter Schools Act, funding to Liberty Common under this Contract shall be reduced by the amount of any direct payments, made by the State Treasurer or the School District on behalf of Liberty Common, of principal and interest due on any bonds that may be issued on behalf of Liberty Common by a governmental entity other than the School District for the purpose of financing capital construction, plus administrative costs associated with the making of such direct payments.

6.1.7 On or about May 15 of each year this Renewal Contract is in effect, the School District's Budget Director will review and approve Liberty Common's proposed budget, as revised, for the upcoming fiscal year in order that the amounts may be determined in conjunction with the School District's and Liberty Common's budget development and adoption process. Any projected changes in Liberty Common's student enrollment shall be considered at that time.

6.2 Budget. Liberty Common's 2024-2025 Budget, to be submitted to the School District and attached as Exhibit C, is amended as follows:

6.2.1 The per pupil funding to be provided by the School District shall be in accordance with section 6.1 above.

6.2.2 Liberty Common shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. Liberty Common shall be responsible for assuring that services purchased from individuals or entities outside of the School District are provided in accordance with applicable laws and in accordance with School District policies and regulations to the extent not waived or amended in writing by the School District.

6.2.3 Liberty Common may purchase from the School District the services described in Exhibit B at the costs specified therein. Costs shall be redetermined each subsequent year this Renewal Contract is in effect and attached as addenda to Exhibit B. Annually, when adopting its budgets, Liberty Common shall commit to purchasing the services it selects from the School District for the entire budget year. If the need for a service listed on Exhibit B arises during the budget year and the School District is able and agrees to make it available, Liberty Common may purchase the service for the remainder of the budget year at a prorated cost. Costs shall be adjusted annually by the School District based upon its then-current budget and reconciled to actual costs within 90 days after the end of each fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4)(II), and any difference between the amount initially charged to Liberty Common and the actual cost shall be paid to the owed party. The parties acknowledge and agree that the School District's provision of services to Liberty Common, whether there are

charges for such services, and the amount of charges for such services, shall be negotiated at the end of each fiscal year for the immediately following fiscal year.

6.2.4 If Liberty Common does not purchase available services from the School District, it shall be responsible for the performance of those services in the manner required by law for other schools in the School District, unless such requirement is waived in writing by the School District.

6.2.5 By June 30, 2025, and each June 30 thereafter during the term of this Renewal Contract, Liberty Common's ending fund balance must comply with the emergency reserve requirements of Colo. Const. art. X, § 20.

6.2.6 On or before April 15 of each year this Renewal Contract is in effect, Liberty Common shall submit its proposed budget for the upcoming fiscal year to the School District's Budget Director for review and approval. The budget format shall be in accordance with applicable state law. The projected Liberty Common budget, when approved for each fiscal year, will be attached and incorporated into this Contract as an addendum to Exhibit C. At any time during the term of this Contract that Liberty Common's funded FTE pupil count falls below 90% of the pupil count upon which any currently approved Liberty Common budget is based, Liberty Common shall prepare and submit for School District approval a revised budget properly reflecting the lower funded FTE pupil count.

6.3 Financial Records and Annual Audit. Liberty Common agrees to establish and maintain a system of internal controls and processes over budgeting, accounting, and financial reporting in accordance with the Colorado Department of Education Financial Policies and Procedures Handbook and Chart of Accounts. Liberty Common shall establish an appropriate year-end close process to meet the School District's year-end-closing schedule and reporting deadlines. At the expense of Liberty Common, a certified public accountant must conduct an annual, independent audit of Liberty Common's financial practices and reports. The audit firm must be approved by the School District, which approval shall not be unreasonably delayed, conditioned or denied. For good cause stated in writing to Liberty Common, the School District may require Liberty Common to use the same audit firm as the School District. If Liberty Common wishes to conduct an additional independent audit by a different auditor of its choice or to obtain additional services or reports from the auditor approved by the School District, the cost of such additional audit, services or reports shall be borne by Liberty Common. Liberty Common must provide, in the timeline established by the School District, a detailed reporting of financial activities to facilitate the School District's submission of a comprehensive file to the Finance December data pipeline. The data must be reconciled by Liberty Common, to the final year-end trial balance and the audited financial statements prior to final submission to the School District.

7. Governance and Operation. The Liberty Common Board of Directors shall be accountable for the governance and operation of Liberty Common and its compliance with the terms of this Renewal Contract. The governance and operation processes described in the articles of incorporation, bylaws and governance policies set forth in Exhibit A are accepted by the School District to the extent permissible under federal and state law and subject to all conditions of this Renewal Contract and to the policies and regulations of the School District to

the extent not waived or amended in writing by the School District. In addition, the Application and Renewal Application are amended as follows, which amendments, and all other provisions of this Renewal Contract, shall supersede and control over any conflicting language contained in the Application and/or Renewal Application

7.1 [THIS PARAGRAPH 7.1 INTENTIONALLY LEFT BLANK]

7.2 Volunteer Requirements. Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances. Liberty Common shall not condition the enrollment of any student or the participation of any student in any curricular activity on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to Liberty Common.

7.3 Conflict of Interest. Members of the Liberty Common Board of Directors and any committee established by the Liberty Common Board of Directors shall comply with the Colorado Standards of Conduct Statute, C.R.S. §§ 24-18-101 *et seq.*, and shall be subject to and comply with the terms of all School District policies and regulations regarding Board ethics and conflict of interest to the extent not waived or amended in writing by the School District.

7.4 Nonreligious, Nonsectarian Status. Liberty Common shall operate in all respects as a nonsectarian, nonreligious, non-home-based public school. Liberty Common shall not be affiliated with any nonpublic sectarian school or religious organization.

7.5 Commitment to Nondiscrimination. Liberty Common 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, marital status, sexual orientation, gender identity, gender expression, religion, ancestry, age, veteran status, disability or need for special education services.

7.6 Accountability. Liberty Common shall operate under the auspices of and be accountable to the School District and subject to Colorado law, regulations of the State Board of Education and the Colorado Department of Education, and all School District policies and regulations to the extent not waived or amended in writing by the School District. Liberty Common shall participate in the School District accountability process in accordance with Board policy; Administrative regulations, guidelines and timelines; and state law. Accordingly, Liberty Common shall complete a site accreditation plan using the School District's template, and shall timely submit the plan and all other information requested by the School District in the manner and at the times required by the School District. All records established and maintained in accordance with the provisions of this Renewal Contract, School District policy, and federal and state law shall be open to inspection by the School District.

7.7 Open Meetings. Liberty Common acknowledges and agrees that it is subject to the provisions of the Colorado Open Meetings Law, C.R.S. §§ 24-6-401 *et seq.*, and that it will comply with the provisions of such law in connection with all of its activities. Public notice of all regular and special meetings of the Liberty Common Board of Directors shall be given and posted in accordance with governing law.

7.8 Indigent Students. Liberty Common shall waive all fees for indigent students in accordance with applicable federal and state law, and in accordance with School District policies and regulations to the extent not waived or amended in writing by the School District. Liberty Common shall survey its student population for eligibility for alternate funding under federal guidelines and in accordance with State Board of Education regulations. On all fee lists and schedules, Liberty Common shall include notification of the policy of waiver of fees for indigent students.

7.9 Operational Powers. Subject to the conditions and provisions of this Renewal Contract, Liberty Common shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenues derived by Liberty Common, consistent with governing law. The Application and Renewal Application do not provide for Liberty Common to contract with the education management provider as described in C.R.S. §§ 22-30.5-103(3.5) & -104(4)(b); therefore, Liberty Common is prohibited from entering into any such contract in the absence of a written amendment to this Renewal Contract expressly authorizing it to do so.

7.9.1 The Liberty Common Board of Directors, on behalf of Liberty Common, shall have authority to exercise independently, consistent with federal and state law, the following powers (including such other powers as provided for elsewhere in this Renewal Contract, and provided for in the Application and Renewal Application to the extent consistent with this Renewal Contract): contract for goods and services; prepare a budget; select personnel and determine their compensation; procure insurance; lease and/or purchase facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with governing law; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Renewal Contract. Unless otherwise agreed herein or in writing by the School District, Liberty Common shall not have the authority to enter into a contract or subcontract for the management or administration of its core instructional program or services.

7.9.2 The Liberty Common Board of Directors, on behalf of Liberty Common, as an alternative to leasing school facilities, may purchase a facility to house the school, provided that the facility is appropriate for use as a school facility and meets the requirements of applicable law, or can be made to meet the requirements of applicable law within the budget approved by the School District, and provided that the Liberty Common Board of Directors makes clear to any sellers, mortgagees and other parties to the purchase and/or financing agreements that the obligations of Liberty Common under the purchase and/or financing agreements are solely the responsibility of Liberty Common and are not the responsibility of the School District, and that such agreements and arrangements do not in any way obligate the School District in the event of default on the part of Liberty Common. Prior to contracting for any facility or for any expansion of or significant modification to any facility, Liberty Common shall comply with the provisions of C.R.S. § 22-32-124(1.5).

7.9.3 Liberty Common shall comply with applicable provisions of Colo. Const. art. X, § 20. Liberty Common shall not have any authority to enter into any agreement or make any commitment that gives rise to a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever on the part of Liberty Common or the School District without

adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years.

7.9.4 In exercising its powers, Liberty Common shall comply with all applicable School District policies and regulations, except as amended by this Contract, to the extent not waived or amended in writing by the School District. Liberty Common shall provide the Board with at least thirty (30) days prior notice of proposed revisions to its bylaws or governance policies, or any other policies, regulations or procedures concerning its governance structure. The Board reserves the right to object to any proposed changes by providing written notice to Liberty Common within thirty (30) days of receipt of notice. If no such written notice is received by Liberty Common in the above stated timeframe, Liberty Common may adopt the proposed revisions. For any policies, regulations or procedures submitted to the Board and approved in connection with a request for a waiver from state law or School District policies and/or regulations, Liberty Common shall submit any material modifications of such policies, regulations and procedure to the Board for approval prior to implementation.

7.9.5 Liberty Common shall clearly indicate to vendors and other entities and individuals outside the School District that the obligations of Liberty Common under agreement or contract are solely the responsibility of Liberty Common and are not the responsibility of the School District.

7.9.6 Liberty Common shall report all gifts, donations and grants to the School District's Chief of Staff by recording same in the financial records and reports required under paragraphs 6.3 and 7.12 of this Renewal Contract. Liberty Common shall inform the Board of any gift, donation or grant in excess of ten thousand dollars (\$10,000) that is subject to any terms, conditions and/or obligations applicable to Liberty Common. Liberty Common shall obtain approval from the Board prior to the acceptance of any grant in excess of ten thousand dollars (\$10,000) that has any terms, conditions, obligations, and/or information, aside from basic information, pertaining to the School District. Grants and gifts accepted by Liberty Common, and Liberty Common's fund-raising activities, shall be consistent with applicable law, and consistent with School District policies and regulations to the extent not waived or amended in writing by the School District. All non-consumable grants, gifts and donations shall be included among the assets returned to the School District in the event of dissolution, unless otherwise provided in writing by the donor.

7.9.7 In the event that Liberty Common fails or refuses to conduct its operations or otherwise perform in accordance with the requirements of federal and state law or this Renewal Contract after advance written notice from the Chief of Staff and a reasonable opportunity to correct the problem, the School District may use its resources to correct the problem and charge the reasonable cost thereof, including attorney and consultant fees and costs, against its monthly funding of Liberty Common as otherwise provided for herein.

7.10 Waivers. The parties understand and agree that waivers are generally not necessary or appropriate for School District policies and regulations, or for state laws, that are inapplicable to Liberty Common or that involve powers delegated to Liberty Common through the School District's charter authorization and this Contract. In accordance with this understanding and agreement: Liberty Common is granted waivers from School District policies

and regulations as set forth in Exhibit E; and waivers from state law, to be requested jointly by the parties, are set forth in Exhibit F.

7.11 Bidding Requirements. Unless purchased from or through the School District, contractual services and supplies, materials and equipment shall be procured through a system of competitive bidding as required by state law, and as required by School District policies and regulations to the extent not waived or amended in writing by the School District.

7.12 Financial Reports. Liberty Common shall be responsible for providing the School District, within twenty (20) days following the end of each month of each fiscal year this Renewal Contract is in effect, written revenue and expenditure reports with comparisons to budget and, on an annual basis, a financial statement that reports the costs of administration, instruction and other spending categories, consistent with the format required by state law.

7.13 Complaint Resolution Process. Liberty Common shall establish a process for resolving public complaints, including complaints regarding its governance and operations, which must provide complainants an opportunity to be heard and an appeal process similar to that provided in current School District policies, regulations and procedures, except that the final administrative appeal shall be heard by the Liberty Common Board of Directors, rather than by the School District's Board. Liberty Common shall provide a copy of the process to the School District's Chief of Staff and provide timely notice of any changes to the process to the Chief of Staff.

7.14 Term. This Renewal Contract, including all rights and obligations of Liberty Common and the School District under this Contract, shall take effect as of July 1, 2024 and shall remain effective, subject to the terms and conditions of this Contract, for a period of five (5) fiscal years (2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029) and shall terminate on June 30, 2029. On or before each June 30 this Renewal Contract is in effect, Liberty Common shall sign an addendum to charter school contract that includes but is not limited to an updated section 6 (Economic Plan, Budget and Annual Audit) and other amendments to the Renewal Contract and exhibits necessitated by new legislation, other changes in the law and/or operating efficiencies. Any financial commitment on the part of the School District contained in this Renewal Contract is subject to annual appropriation by the Board, and the parties agree that the School District has no obligation to fund the financial obligations under this Renewal Contract other than for the then-current fiscal year of the Renewal Contract term, and that the School District has not irrevocably pledged and held for payment sufficient cash reserves for funding Liberty Common in future fiscal years or for providing services described herein in future fiscal years. Liberty Common may apply for renewal of this Renewal Contract in accordance with procedures set forth in state law and School District policy and regulations.

7.15 Termination. This Renewal Contract may be terminated and Liberty Common's Charter revoked by the Board for any of the grounds provided by state law, C.R.S. §§ 22-30.5-110(3), upon thirty (30) days' advance written notice being given to Liberty Common. In the event of a material breach of the Contract, the School District shall provide Liberty Common written notice of such breach prior to issuing written notice of termination. If Liberty Common fails to cure the breach within seven (7) calendar days of receipt of such notice, the School District may, at any time thereafter, provide written notice of termination. Except to the extent otherwise permitted by law, the Board's termination of this Renewal Contract and/or

revocation of Liberty Common's Charter shall not take effect until Liberty Common's appeal of such action to the State Board of Education, if any, has been exhausted. Should Liberty Common choose to terminate this Contract and revoke its Charter before the end of the Contract term, it may do so with the Board's approval, at any time, upon sixty (60) days' advance written notice. In the event Liberty Common should cease operations, Liberty Common agrees to continue to operate its educational program until the end of the then-current school year or other mutually agreed upon date. In the event of termination, all assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and operations of Liberty Common shall be returned to the School District. Unless a donor or grantor specifically provides otherwise in writing, all gifts, donations and grants shall be included among the assets returned to the School District upon termination of this Contract.

7.16 Dissolution. In the event Liberty Common should cease operations for whatever reason, including the nonrenewal or revocation of its Charter, or dissolution of the nonprofit corporation established pursuant to paragraph 7.1 above, it is agreed that the Board shall supervise and have authority to conduct the closure of the business and affairs of Liberty Common; provided, however, that in doing so the School District does not assume any liability incurred by Liberty Common beyond the funds allocated to it by the School District under this Renewal Contract. The School District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by Liberty Common through purchase or donation during the time of its existence, including but not limited to real property. All assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of Liberty Common shall be returned to the School District.

8. Employment Matters. Teachers and other staff employed at Liberty Common are employees of Liberty Common and are not employees of the School District. Liberty Common is solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its employees. No person employed by Liberty Common shall be considered an employee of the School District by virtue of such employment, and the School District shall have no liability or responsibility for such persons. The employment policies set forth in the Application and Renewal Application, as amended by this Renewal Contract, concerning employment matters such as employee relationships, job description and terms and conditions of employment are accepted by the School District, and shall supersede the requirements of any School District policies and regulations, to the extent permitted by law, and subject to the following conditions and other provisions of this Contract:

8.1 Hiring of Personnel. Personnel may be selected by Liberty Common subject to compliance with all federal and state laws, including but not limited to requirements concerning the recruitment of applicants and the use of background and criminal checks, unless the State Board of Education grants a waiver requested by the School District and Liberty Common. Liberty Common shall not place an employee under the direct supervision of, nor shall an employee be evaluated by, a member of the employee's immediate family. Liberty Common may terminate the employment of any personnel without cause and for any reason not prohibited by law.

8.2 Employee Compensation, Evaluation and Discipline. Although Liberty Common's employees shall not be considered employees of the School District, they shall nevertheless be subject to School District policies and regulations for which waivers have not

been granted as set forth in Exhibit E. With respect to such policies and regulations for which waivers are not granted, the relevant obligations, authority and other provisions in the School District policies and regulations shall be vis-à-vis the employees and Liberty Common, rather than vis-à-vis the employees and the School District.

8.2.1 Liberty Common shall be independently responsible for the supervision and evaluation of the staff at Liberty Common, as prescribed by the Application and Renewal Application.

8.2.2 Liberty Common shall adopt its own written policies in compliance with federal and state law concerning the recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. Final administrative appeals in matters regarding employment and employee discipline shall be determined by the Liberty Common Board of Directors and not by the School District's Board. Nothing in this paragraph 8.2.2 shall be construed to alter the at-will status of any employee of Liberty Common.

8.2.3 Liberty Common shall notify the School District and other appropriate authorities, in accordance with state law, of discipline of employees at Liberty Common arising from misconduct or behavior that may have resulted in harm to students or others, or that may have constituted violations of law or applicable School District policy or regulations.

8.2.4 In accordance with the requirements of C.R.S. § 22-1-130, whenever Liberty Common learns that a current or former employee has been charged with one of the offenses described in that statutory section, it shall provide the notice and information specified in that statutory section to the parents, legal guardians and legal custodians of its students the current or former employee had contact with or access to by virtue of his or her employment.

8.2.5 Any additional material modifications to existing Liberty Common policies that have been approved by the School District regarding employee compensation, evaluation, promotion, discipline and termination shall be submitted to the School District for review and feedback prior to implementation.

8.3 Payroll. Liberty Common shall assure that all payroll records are maintained, reports are made and employment taxes are withheld and paid in accordance with the requirements of federal and state law and the Public Employees Retirement Association ("PERA").

8.4 Benefits. Liberty Common shall provide and administer any health, life, dental, vision, disability, and other insurance coverage benefits provided for its employees in accordance with the requirements of federal and state law.

8.5 PERA Membership. All Liberty Common employees shall be members of PERA and subject to its requirements. Liberty Common shall be responsible for the cost of the employer's respective share of any required contributions.

8.6 Equal Opportunity Employer. Liberty Common affirms that, consistent with applicable law and School District policies and regulations, it shall not discriminate against any employee on the basis of race, creed, color, sex, national origin, marital status, sexual orientation, gender identity, gender expression, religion, ancestry, age, veteran status or disability in its recruitment, selection, training, utilization, termination or other employment-related activities.

8.7 Employee Welfare and Safety. Liberty Common shall comply with all School District policies and regulations to the extent not waived or amended in writing by the School District, and shall comply with all applicable federal and state laws, concerning employee welfare, safety and health issues, including but not limited to the requirements of federal law for a drug-free workplace and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 *et seq.*

8.8 Employee Records. Liberty Common shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable School District policies and regulations to the extent not waived or amended in writing by the School District, and applicable federal and state laws, concerning the maintenance, retention and disclosure of employee records, including but not limited to the requirements of the Colorado Open Records Act, §§ 24-72-200.1 *et seq.*

8.9 Employee Conflicts of Interest. All Liberty Common employees shall comply with the Colorado Standards of Conduct Statute, C.R.S. §§ 24-18-101 *et seq.*, and shall be subject to and comply with the terms of all School District policies and regulations regarding employee ethics and conflict of interest to the extent not waived or amended in writing by the School District.

8.10 School District Teachers. Current teachers of the School District who are selected for employment by Liberty Common are eligible for a one-year leave of absence from their employment with the School District, as required by state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the School District. Such leaves shall commence on the day following the last day of service to the School District required under the teacher's current contract and shall end on the first day of the teacher's provision of services upon the teacher's return to the School District. Leave for teachers will not be approved to commence prior to the completion of services by the teacher under the teacher's current contract with the School District. A request for return to the School District during the term of the leave may be granted by the School District at its sole discretion. The status of any teacher in the School District employed by Liberty Common and on an approved leave from the School District shall not be affected by such employment; however, the teacher will not be eligible to move vertically on the School District's salary schedule. A probationary teacher shall not acquire nonprobationary status in the School District or accrue credit toward nonprobationary status with the School District based on employment with Liberty Common while on approved leave. The period of time during which a teacher is on approved leave for employment with Liberty Common shall not be credited as continuous service. Upon returning to the employment of the School District from an approved leave, Liberty Common teachers in good standing will be provided a position with the School District, although not necessarily the same position as they previously held. A probationary teacher whose contract

with the School District is nonrenewed prior to the commencement of services to Liberty Common will not be provided a position in the School District upon completion of employment with Liberty Common.

9. Insurance and Legal Liabilities. The Application and Renewal Application are amended as follows, which amendments shall supersede and control over any conflicting language contained in the Application and/or Renewal Application.

9.1 Insurance. Liberty Common shall purchase the types and amounts of insurance set forth in Exhibit D protecting Liberty Common, Liberty Common's directors, employees and volunteers, and the School District where appropriate. Liberty Common shall have on file at all times a copy of the purchased insurance policies that, at a minimum, meet the requirements of Exhibit D, as well as evidence that payment of premiums for such policies has been timely made. In addition, Liberty Common shall at all times maintain sufficient restricted cash reserves to cover all retention and/or deductible amounts and shall provide documentation to the School District's Budget Director that such reserves have been maintained. All insurance policies purchased by Liberty Common shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits, prior to providing the School District's Director of Records and Risk Management with advance written notice via hand-delivery, e-mail, confirmed facsimile transmission, or certified mail, return receipt requested. Liberty Common understands and agrees that the School District has no obligation to pay or reimburse Liberty Common for legal fees, judgments, orders, settlements, or other costs or expenses related to any litigation or administrative proceedings in which Liberty Common may be involved, and has no obligation to provide legal representation for Liberty Common in connection with such proceedings.

9.2 Legal Liabilities. Liberty Common shall operate in compliance with all School District policies and regulations and all applicable federal, state and local laws, rules and regulations, unless specifically waived as indicated in attached Exhibits E and F, or unless such waiver is obtained in writing from the proper authority pursuant to the procedures of paragraph 9.2.1 below subsequent to the execution of this Contract.

9.2.1 Procedure for Obtaining Waivers, Amendments and Approvals. Waivers from and amendments to specific School District policies or regulations and/or state law, and amendments to and approvals of existing Liberty Common policies and procedures, may be requested by Liberty Common by submitting such requests, in writing, to the School District's Chief of Staff. Each such request shall include the reasons why Liberty Common is in need of or desires the waiver, amendment and/or approval, as well as any proposed alternative policy or procedure for addressing the subject matter of the School District policy or regulation, or of state law, to be waived. The Chief of Staff shall have fifteen (15) school days to review the request and, thereafter, will present the matter to the Board at its next regular meeting. The Board shall have thirty (30) school days to consider the matter prior to rendering a decision at a regular meeting. Waivers of and amendments to School District policies and regulations may be granted only to the extent permitted by state law. In the event the School District policy or regulation regarding which Liberty Common seeks a waiver or amendment is required by state law, or where Liberty Common otherwise requests the waiver of a state statute or regulation, the School District agrees to jointly request such a waiver from the State Board of Education, but only if the School District's Board first approves the request.

9.2.2 Faith and Credit. Liberty Common agrees that it will not attempt to, purport to or actually extend the faith and credit of the School District to any third person or entity. Liberty Common acknowledges and agrees that it has no authority to enter into a contract that would bind the School District and that Liberty Common's authority to contract is limited by the same provisions in law or School District policy and/or regulations that apply to the School District itself. Liberty Common also is limited in its authority to contract by the amount of funds obtained from the School District, as provided hereunder, or from other independent sources.

9.2.3 Indemnification. To the extent permitted by law, Liberty Common shall indemnify and hold harmless the School District and the School District's Board, employees, representatives and agents from and against any and all liability not covered by insurance or the Colorado Governmental Immunity Act arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Liberty Common's operations, and/or the conduct of any of Liberty Common's employees, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the School District and/or the School District's Board, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act.

9.2.4 Indemnification by Independent Entities/Governmental Immunity. In the event Liberty Common authorizes another person or entity to operate a day care, intersession, extended day kindergarten, or other non-curricular program within Liberty Common's facility, such person or entity shall provide separate insurance coverage for general liability and errors and omissions with limits consistent with the School District policies and naming Liberty Common, the School District and the property owner as additional insureds. Such person or entity shall also agree to indemnify and hold Liberty Common, the School District and the property owner harmless from all liability, claims and demands on account of injury, loss or damage, including but not limited to claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, tort and civil rights claims or any other losses of any kind whatsoever that arise out of or are in any manner connected with such person's or entity's operations. Nothing contained in this Renewal Contract shall be deemed a relinquishment or waiver by the School District or Liberty Common of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act. Liberty Common shall submit to the School District any contract for such programs for review and approval prior to execution.

10. Transportation. Transportation services shall be provided by Liberty Common in accordance with applicable federal and state law. If Liberty Common wishes to impose a fee on students for any such transportation services, it must first develop and submit to the School District's Chief of Staff a written plan specifying the terms and conditions under which the fee will be imposed, as well as the procedures for imposition of the fee, and the written plan must be approved in writing by the Chief of Staff before it is implemented.

11. Miscellaneous Provisions.

11.1 Entire Agreement. This Renewal Contract, including the referenced exhibits and attachments, contains all terms, conditions and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Renewal Contract.

11.2 Notice. Any notice required or permitted under this Renewal Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the Office of the Board of Directors, Liberty Common School, 1725 Sharp Point Drive, Fort Collins, CO 80525 in the case of notice being sent to Liberty Common, or to the Office of the Superintendent, 2407 La Porte Avenue, Fort Collins, CO 80521 in the case of notice being sent to the School District.

11.3 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 covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

11.4 Interpretation. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Renewal Contract, and/or Renewal Application, or School District policies, regulations, procedures or other requirements, other than those for which waivers have been granted, it is agreed that the provisions of this Renewal Contract and School District policies and regulations shall control over the Application and Renewal Application.

11.5 Dispute Resolution. In the event any dispute arises between the School District and Liberty Common concerning this Contract, including but not limited to the implementation of or waiver from any School District policies, regulations or procedures, such dispute shall first be submitted to the Superintendent of the School District or his/her designee for review. Thereafter, representatives of the School District and Liberty Common shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to an independent mediator, who shall be agreed upon by the parties within fifteen (15) calendar days following either party's written request for mediation (the "moving party"). If the parties are unable to agree upon a mediator within that time, the moving party shall obtain a list of five names from the Judicial Arbiter Group, Denver, Colorado, and submit them to the other party, who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the non-moving party. The mediation shall be scheduled and concluded within one hundred twenty (120) days of the moving party's written request for mediation, with final written findings entered by the mediator and served on both parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the School District's Board, which shall in turn make a decision on the matter and release the mediator's written findings

within thirty (30) days of its receipt of the advisory recommendation. The decision of the Board shall be final; provided, however, that Liberty Common may appeal to the State Board of Education concerning those matters within the State Board's jurisdiction in accordance with governing law.

11.6 Assignment. Liberty Common shall not assign its Charter or any of its rights or obligations under this Renewal Contract to any person or entity without the prior written approval of the School District's Board, which approval may be withheld for any reason or no reason as determined by the School District's Board in its sole discretion.

11.7 Applicable Law. This Renewal Contract shall be governed by and construed in accordance with the laws of the State of Colorado and applicable federal laws of the United States. The parties intend that where this Renewal Contract references federal or state laws, that they be bound by any amendments to such laws upon the effective date of such amendments.

11.8 No Third Party Beneficiary. The enforcement of the terms and conditions of this Renewal Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the School District and Liberty Common. Nothing contained in this Renewal 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 Renewal Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

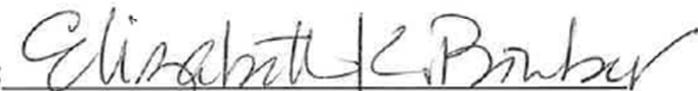
IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

LIBERTY COMMON SCHOOL

ATTEST:



Patrick Albright
Secretary, Board of Directors

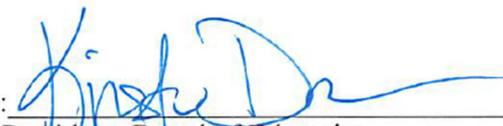
By: 
Elizabeth Barber
Vice President and Acting Chairman,
Board of Directors

POUDRE SCHOOL DISTRICT R-1

ATTEST:



Joel Brunner
Secretary, Board of Education

By: 

Kirsten Dr.
President, Board of Education

EXHIBIT A

Exhibit A

**Liberty Common School
1996 Final Application to Form and Operate a Charter School in
the School District**

2000 Amendments to Final Application

and

December 1, 2023 Renewal Application

EXHIBIT B

EXHIBIT B

**SERVICES AVAILABLE FOR PURCHASE BY LIBERTY COMMON SCHOOL FROM
POUDRE SCHOOL DISTRICT R-1 FOR 2024-2025 FISCAL YEAR**

(All costs specified are estimates; reconciliation to actual costs will occur within 90 days after the end of the fiscal year in which the services are provided)

Authorized Liberty Common School (“Liberty Common”) official must initial services desired and indicate approval by signing at the end of this Exhibit B.

ADA/Section 504 Support Services

 X Use of modules for Enrich RTI and Enrich EPM with software support. The cost of this service shall be \$5.39 for each pupil enrolled at Liberty Common as of the October count date described in the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 *et seq.*

Special Education Support Services

 X Access to special education support services comparable to those provided to District’s “resource level” non-charter schools, consisting of (1) consultation, (2) training and IEP support (including Enrich training and software support), (3) special education help line, (4) breakout and quarterly meetings for special education staff, (5) assistance with student behavior issues, and (6) assistance with transition planning. The cost of these special education support services shall be \$105.00 for each pupil enrolled at Liberty Common as of the October count date described in the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 *et seq.*

Special Education Direct Services (amounts based on 1.00 FTE; to calculate estimated cost, multiply amount times portion of contract time spent at charter school, i.e., 20% (.20) of a Psychologist’s contract would be \$101,021.73 x 20% = \$20,204.35)

<u> </u> Teacher, Special Education	\$90,538.22	x	<u> </u> FTE
<u> </u> Teacher, Deaf and Hard of Hearing	\$96,551.01	x	<u> </u> FTE
<u> </u> Teacher, Vision Impaired	\$98,685.62	x	<u> </u> FTE
<u> X </u> Occupational Therapist	\$101,639.70	x	<u>0.125</u> FTE
<u> X </u> Physical Therapist	\$104,963.28	x	<u>0.02</u> FTE
<u> </u> Psychologist	\$101,021.73	x	<u> </u> FTE
<u> </u> Social Worker	\$91,557.79	x	<u> </u> FTE
<u> X </u> Speech/Language Specialist	\$101,085.43	x	<u>0.4</u> FTE

Student Information and Data Reporting

_____ Use of District's Synergy electronic student information and data reporting system at the cost of \$5.17 for each pupil enrolled at Liberty Common as of the October count date described in the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 *et seq.*

_____ Use of the Online Registration module of District's Synergy electronic student information and data reporting system at the cost of \$1.59 for each pupil enrolled at Liberty Common as of the October count date described in the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 *et seq.*

Futures Lab Pathways

_____ Access to the District's Futures Lab course offerings at the cost of \$2,248.70 per 0.25 of a student's academic year. Each half-day pathway for one semester contains classes equivalent to fifteen (15) credits with the option to take up to twenty (20) credits (one additional class) for no additional cost. Access to the District's Futures Lab course offerings will be space permitting. District students will have first priority to course offerings. Liberty Common agrees to provide a final count of students participating in Futures Lab two weeks after each semester begins, which count will be used to calculate the total cost.

Liberty Common agrees to purchase the services initialed above for the 2024-2025 fiscal year, and authorizes Poudre School District R-1 to deduct the pro-rata cost of such services from the monthly funding payments made to Liberty Common.

Signed: 

Date: **WED 1 MAY 2024**

EXHIBIT C

FY2024-2025 UNIFORM BUDGET
SUMMARY

Liberty Common School School Code: 5120 Adopted Budget Adopted: April 25, 2024		11 Charter School Fund	22 Governmental Designated Grants Fund	23 Pupil Activity	26 Core Knowledge Charter School Foundation	27 Charitable Giving
Budgeted Pupil Count: 1,480						
Beginning Fund Balance* Estimate (Includes All Reserves)		6,022,344	-	16,328	422,003	636,635
Revenues						
Local Sources		3,638,400	-	164,975	27,000	673,000
Intermediate Sources		-	-	-	-	-
State Sources		985,732	-	-	-	-
Federal Sources		200,000	-	-	-	-
Total Revenues		4,824,132	-	164,975	27,000	673,000
Total Beginning Fund Balance and Reserves		10,846,476	-	181,303	449,003	1,309,635
Total Allocations To/From Other Funds		15,951,899	-	-	-	-
Transfers To/From Other Funds		(235,000)	-	235,000	-	-
Other Sources		-	-	-	-	-
Available Beginning Fund Balance & Revenues (Plus Or Minus (If Revenue) Allocations And Transfers)		26,563,375	-	416,303	449,003	1,309,635
Expenditures						
Instruction - Program 0010 to 2099						
Salaries		6,873,610	-	177,750	-	-
Employee Benefits, including object 0280		2,239,773	-	45,725	-	-
Purchased Services						
Supplies and Materials		478,150	-	96,645	-	-
Property		357,000	-	42,500	-	-
Other		40,500	-	-	-	-
Other		3,250	-	17,000	-	-
Total Instruction		9,992,283	-	379,620	-	-
Supporting Services						
Students - Program 2100		1,007,740				

FY2024-2025 UNIFORM BUDGET SUMMARY

	Object Source	11 Charter School Fund	22 Governmental Designated Grants Fund	23 Pupil Activity	26 Core Knowledge Charter School Foundation	27 Charitable Giving
Liberty Common School School Code: 5120 Adopted Budget Adopted: April 25, 2024						
Budgeted Pupil Count: 1,480						
Employee Benefits, including object 0280	0200	160,630	-	-	-	-
Purchased Services	0300,0400,0500	534,800	-	-	-	-
Supplies and Materials	0600	262,500	-	-	-	-
Property	0700	328,000	-	-	-	-
Other	0800, 0900	-	-	-	-	-
Total Operations and Maintenance		1,700,890	-	-	-	-
Student Transportation - Program 2700						
Salaries	0100	209,600	-	-	-	-
Employee Benefits, including object 0280	0200	59,329	-	-	-	-
Purchased Services	0300,0400,0500	22,115	-	-	-	-
Supplies and Materials	0600	48,500	-	-	-	-
Property	0700	-	-	-	-	-
Other	0800, 0900	-	-	-	-	-
Total Student Transportation		339,544	-	-	-	-
Central Support - Program 2800, including Program 2801						
Salaries	0100	812,400	-	-	-	-
Employee Benefits, including object 0280	0200	313,323	-	-	-	-
Purchased Services	0300,0400,0500	112,250	-	-	-	-
Supplies and Materials	0600	9,000	-	-	-	-
Property	0700	16,200	-	-	-	-
Other	0800, 0900	-	-	-	-	-
Total Central Support		1,263,173	-	-	-	-
Other Support - Program 2900						
Salaries	0100	81,240	-	-	-	-
Employee Benefits, including object 0280	0200	37,819	-	-	-	-
Purchased Services	0300,0400,0500	7,100	-	-	120	-
Supplies and Materials	0600	14,500	-	-	-	-

FY2024-2025 UNIFORM BUDGET SUMMARY

		11	22	23	26	27
		Charter School Fund	Governmental Designated Grants Fund	Pupil Activity	Core Knowledge Charter School Foundation	Charitable Giving
Budgeted Pupil Count: 1,480		100,000	-	-	-	-
Total Property		100,000	-	-	-	-
Other Uses - Program 5000s - including Transfers Out and/or Allocations Out as an expenditure						
Salaries	0100	-	-	-	-	-
Employee Benefits, including object 0280	0200	-	-	-	-	-
Purchased Services	0300,0400,0500	1,299,728	-	-	-	-
Supplies and Materials	0600	-	-	-	-	-
Property	0700	-	-	-	-	-
Other	0800, 0900	740,500	-	-	-	-
Total Other Uses		2,040,228	-	-	-	-
Total Expenditures		20,271,271	-	383,620	1,120	163,000
APPROPRIATED RESERVES						
Other Reserved Fund Balance (9900)	0840	-	-	-	-	-
Other Restricted Reserves (932X)	0840	-	-	-	-	-
Reserved Fund Balance (9100)	0840	-	-	-	-	-
District Emergency Reserve (9315)	0840	-	-	-	-	-
Reserve for TABOR 3% (9321)	0840	-	-	-	-	-
Reserve for TABOR - Multi-Year Obligations (9322)	0840	-	-	-	-	-
Total Reserves		-	-	-	-	-
Total Expenditures and Reserves		20,271,271	-	383,620	1,120	163,000
BUDGETED ENDING FUND BALANCE						
Non-spendable fund balance (9900)	6710	111,992	-	-	-	-
Restricted fund balance (9900)	6720	-	-	-	-	-
TABOR 3% emergency reserve (9321)	6721	608,138	-	-	-	-
TABOR multi year obligations (9322)	6722	-	-	-	-	-
District emergency reserve (letter of credit or real estate) (9323)	6723	-	-	-	-	-
Colorado Preschool Program (CPP) (9324)	6724	-	-	-	-	-

EXHIBIT D

EXHIBIT D

LIBERTY COMMON SCHOOL INSURANCE REQUIREMENTS

The insurance required pursuant to the limits set forth herein shall be purchased and maintained in effect at all times throughout the duration of the Third Amended Charter School Renewal Contract. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be with a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the School District is excess of the coverage extended to the School District by Liberty Common Charter School ("Liberty Common"). All insurance policies purchased by Liberty Common shall be endorsed to state that if the insurer cancels or nonrenews the policy, the insurer will send written notice of cancellation or nonrenewal to the School District as follows: (a) if the policy is being cancelled for non-payment of premium, the notice shall be mailed at least ten (10) days before the effective date of the cancellation; and (b) if the policy is being cancelled for any other reason or is being nonrenewed, the notice shall be mailed at least forty-five (45) days before the effective date of the cancellation or nonrenewal.

Liberty Common shall furnish the School District with certificates of the required insurance prior to the School District's acceptance of the Third Amended Charter School Renewal Contract, and with renewal certificates prior to the expiration of any required insurance that expires during the term of the Third Amended Charter School Renewal Contract. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the School District of any insurance policies or certificates of insurance required by this Third Amended Charter School Renewal Contract shall not be construed as a waiver or relieve Liberty Common from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: psdschools@ebix.com.

Commercial General Liability

- | | |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$2,000,000 |
| b. Each Event Personal Injury | \$2,000,000 |
| c. General Aggregate | \$3,000,000 |
| d. Coverage must be written on an "occurrence" basis | |
| e. Poudre School District R-1 and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance | |
| f. Coverage shall not exclude claims for sexual abuse/molestation | |
| g. Volunteers shall be included as insureds | |

- h. Coverage shall not exclude claims for corporal punishment

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles, as applicable

- a. Bodily Injury & Property
Damage Combined Single Limit \$1,000,000
- c. Poudre School District R-1 and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

Property

Blanket limit – Building and contents at current full replacement value.

Educators Legal Liability

- a. Limit of Liability
Each Occurrence or Wrongful Act Limit \$1,000,000
Annual Aggregate Limit \$3,000,000
- b. Coverage shall include enhanced employment liability

Workers' Compensation

- a. State of Colorado Statutory
- b. Employer's Liability \$100,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1; copy of policy endorsement must be attached to the Certificate of Insurance

Umbrella

- a. Aggregate limit \$5,000,000
- b. Each occurrence limit \$5,000,000

Employee Dishonesty (Crime) Coverage

Subject to the requirements of Colorado Revised Statute 22-32-109 (1)(h). The School District recommends a minimum of \$1,000,000 but will accept the limit Liberty Common deems sufficient for its operations.

While not required by the School District under the Third Amended Charter School Renewal Contract, the School District believes it is in the best interest of Liberty Common to consider the following coverage: (a) volunteer accident insurance; (b) inland marine for coverage of computer equipment, boiler and machinery if Liberty Common owns its building; and (c) Technology Errors & Omissions and Network Security & Privacy.

EXHIBIT E

EXHIBIT E

POLICY AND REGULATION WAIVER REQUESTS GRANTED BY Poudre School District R-1

AC	Nondiscrimination/Equal Opportunity
AC-E	Discrimination/Harassment Report and Complaint Form
AC-R1	Reporting Discrimination/District Response to Discrimination Complaints
AC-R2	Sexual Harassment Investigation Procedures
AE	District and School Accountability
CF	School Building Administration
CFD	Site-Based School Management
CL	Research Involving District Students, Employees or Resources
DBAA	General Fund Balances
DDA	Federal Procurement and Fiscal Requirements
DID	Fixed Asset Inventories
DJ	Purchasing
DJA	Purchasing Authority
DJB	Purchasing Procedures
DJC	Petty Cash
DJG/DJGA	Vendor Relations, Sales Calls and Demonstrations
DKC	Expense Authorization/Reimbursement (Mileage and Travel)
DN	School Properties Disposition
EBAB	Hazardous Substances
EBCB	Fire and Emergency Evacuation Response Drills
EBCE	School Closings and Cancellations
EC	Property Management
ECAB	Securing District Facilities
ECAF	Electronic Monitoring and Surveillance
ECF	Energy Conservation
EDE	Waste Management and Recycling
EEAEAA	Drug and Alcohol Testing for Drivers with a Commercial Driver's License (CDL)
EEAG	Student Transportation in Private Vehicles
EHB	Records Retention
FE	Construction Projects and Contracting Procedures
FEAA	Construction Project Prequalification
FF	Naming District Sites and Facilities
GBEA	Staff Ethics/Conflict of Interest
GBEBA	Staff Dress Code
GBEBD	Employee Communications

GBEC	Employee Use and Possession of Drugs and Alcohol
GBEC-E	Acknowledgment and Agreements Regarding Employee Use and Possession of Drugs and Alcohol
GBG	Violence in the WorkPlace
GBGA	Staff Health
GBGA-R	Staff Health
GBGB	Staff Personal Security and Safety
GBGF	Compliance with Family and Medical Leave Act
GBGF-R	Compliance with Family and Medical Leave Act
GBI	Fair Campaign Practices Compliance
GBJ	Personnel Records and Files
GCKAA	Displaced Teachers
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff
GDQB	Resignation of Classified Staff
GDQD	Classified Employee Performance Trial Periods, Discipline and Dismissal
IGA	Curriculum Development
IGD	Curriculum Adoption
IGDA	Student Activities and Organizations
IGF	Curriculum Review
IGF-R	Curriculum Review
IHA	Instructional Program
IHAAA	School-Sponsored Student Publications
IHAM	Health Education
IHCFA	Elementary School-Based Child Care
IJ	Instructional Resources and Materials
IJ-AR	Instructional Resources and Materials
IJ-R	Instructional Resources and Materials
IJK	Supplementary Materials
IJL	Library Materials Selection and Adoption
IJOA	Field Trips and Other Activities Away from School
IJOA-R	Field Trips and Other Activities Away from School
IKC	Grade Point Averages/Class Ranking
IKE	Promotion, Retention, and Acceleration of Students
IKF-2017	Graduation, Diploma and Certificate Requirements
IKF-2025	Graduation, Diploma and Certificate Requirements
IKFB	Graduation Exercises
IMA	Teaching Methods
IMBB	Student Participation in Curricular Instruction, Programs and Activities
JEB	Entrance Age Requirements
JFBA	Choice/Open Enrollment
JGA	Assignment of New Students to Classes and Grade Levels
JH/JHB	Student Attendance/Truancy
JIBA	Student Government
JICA	Student Dress

JICEC	Student Distribution of Non-School Materials
JICJ	Student Possession and Use of Personal Communication Devices
JJ	Interscholastic Athletic Training and Personal Conduct Rules
JJG	Contests for Students
JKB	Detention of Students
JLIB	Student Dismissal Precautions
JQ	Student Fees, Fines, and Charges
JRCB	Privacy and Protection of Confidential Student Record Information
KBE/KJA	Support Organizations
KD	Public Information and Communications
KEB	Public Concerns/Complaints about Personnel
KEC	Public Concerns/Complaints about Instructional Resources
KEC-E	Public Concerns/Complaints Form
KEF	Public Concerns/Complaints About Teaching
KEF-E	Public Concerns/Complaints About Teaching
KHC	Distribution/Posting of Non-District Communications
KJ	Volunteers
KJ-R	Volunteers
KLB	Relations with Election Authorities

EXHIBIT F

EXHIBIT F

STATE STATUTE AND REGULATION WAIVER REQUESTS JOINTLY REQUESTED BY POUDBRE SCHOOL DISTRICT R-1 AND LIBERTY COMMON SCHOOL

C.R.S. § 22-1-110
C.R.S. § 22-1-112
C.R.S. § 22-1-128
C.R.S. § 22-2-112(1)(q)(I)
C.R.S. § 22-7-1014(2)(a)
C.R.S. § 22-9-106
C.R.S. § 22-32-109(1)(n)(I)
C.R.S. § 22-32-109(1)(n)(II)(A)
C.R.S. § 22-32-109(1)(n)(II)(B)
C.R.S. § 22-32-109(1)(f)
C.R.S. § 22-32-109(1)(t)
C.R.S. § 22-32-110(1)(h)
C.R.S. § 22-32-110(1)(i)
C.R.S. § 22-32-110(1)(j)
C.R.S. § 22-32-110(1)(k)(I)
C.R.S. § 22-32-110(1)(ee)
C.R.S. § 22-32-119
C.R.S. § 22-32-120
C.R.S. § 22-32-126
C.R.S. § 22-32-134.5
C.R.S. § 22-33-104(4)
C.R.S. § 22-33-107
C.R.S. § 22-63-201
C.R.S. § 22-63-202
C.R.S. § 22-63-203
C.R.S. § 22-63-204
C.R.S. § 22-63-205
C.R.S. § 22-63-206
C.R.S. § 22-63-301
C.R.S. § 22-63-302
C.R.S. § 22-63-401
C.R.S. § 22-63-402
C.R.S. § 22-63-403
1 C.C.R. § 301-81