

**Charter School Renewal Contract**  
**between**  
**Adams 12 Five Star Schools**  
**and**  
**Westgate Community School**  
**July 1, 2023 – June 30, 2028**

## **Attachments**

<b>Attachment 1:</b>	School Mission, Vision, Goals & Objectives
<b>Attachment 2:</b>	Educational Program Characteristics
<b>Attachment 3:</b>	Selected State Laws Applicable to Charter Schools
<b>Attachment 4:</b>	Conflict of Interest Form
<b>Attachment 5:</b>	n/a
<b>Attachment 6:</b>	Automatic Waivers of State Laws
<b>Attachment 7:</b>	Additional Requests for Waiver of State Laws and/or Regulations
<b>Attachment 8:</b>	Additional Waivers of District Policies
<b>Attachment 9:</b>	Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures
<b>Attachment 10:</b>	Charter School Agreed Upon Fees and Services

## CHARTER SCHOOL RENEWAL CONTRACT

This Contract, made this 7th day of June, 2023 and effective July 1, 2023 (“Contract” or “Agreement”), is between Adams 12 Five Star Schools (the “District” or “Authorizer”) and the Westgate Community School, a public charter school organized as a Colorado non-profit corporation (the “School” or “Westgate”).

### 1.0 Introduction and Recitals.

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

**WHEREAS**, on January 21, 2009 the Board of Education of Adams 12 Five Star Schools (the “Board”) conditionally approved a charter application submitted by Westgate to operate a K-8 charter school within the District’s boundaries for a term of three years from July 1, 2009 through June 30, 2012; and;

**WHEREAS**, on November 2, 2011 the Board conditionally renewed a charter application submitted by Westgate to operate a K-12 charter school within the District’s boundaries for a term of three years from July 1, 2012 through June 30, 2015; and,

**WHEREAS**, on January 21, 2015 the Board conditionally renewed a charter application submitted by Westgate to operate a K-12 charter school within the District’s boundaries for a term of three years from July 1, 2015 through June 30, 2018; and,

**WHEREAS**, on January 17, 2018, the Board again renewed a charter application submitted by Westgate to operate a K-12 charter school within the District’s boundaries for a term of five years from July 1, 2018 through June 30, 2023; and

**WHEREAS**, on January 18, 2023, the Board renewed a charter application submitted by Westgate to operate a K-12 charter school within the District’s boundaries for a term of five years from July 1, 2023 through June 30, 2028; and

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

### 2.0 Establishment of School.

#### 2.1 Term.

This Contract is effective as of July 1, 2023 and shall continue through June 30, 2028. Although this Contract is for operation of the Charter School for a period of 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.

## **2.2 Charter School Legal Status.**

The School is incorporated as a Colorado non-profit corporation. The School shall at all times 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 law, 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, 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. 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, and 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 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 ("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. Personnel records, including evidence criminal background checks have been conducted;

- v. School's operations, including health, safety and occupancy requirements; and
- vi. Inspection of the facility.

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 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's emergency response policy, and the District's threat assessment management system. 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 and shall notify the District as soon as reasonably possible when a health or safety incident occurs at the School, to ensure communication and coordination between the School, the District and health and safety personnel. The School shall be responsible for its own fire and lockdown drills in accordance with applicable state law and District policy.
- 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 Colorado Department of Education (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 deems valid to the

Department in accordance with CCR 301-1-10.0. 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 Agreement, Westgate 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 the Westgate local charter school campus.
- 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 cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School 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, Multilingual Learners, students with READ Act 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.

### **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. This includes 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. 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.

Pursuant to C.R.S. §22-32-110, the School may refuse to allow any student who completes graduation or continuation requirements to participate in any ceremony if the student has failed to return or replace any textbook or library resource prior to the ceremony date. The School should communicate and work with students and consult with the District before any such withholding.

- B. Notification provided to the District.
- i. Timely notice. The School shall timely 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 complaints filed against the School by any governmental agency.
  - 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 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 Charter 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(5)(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; or
  - f. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.
- 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. The School is responsible for conducting its operations in a manner consistent with Title IX and other applicable nondiscrimination laws. 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. **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. 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 the Contract, and the District may take actions outlined in this Agreement 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 during the prior school year.
  - ii. **Required financial reports** in addition to posting required financial transparency on-line in accordance with C.R.S. § 22-44-301 *et seq.* (including budget and CDE-18).
    - a. Proposed Budget – May 31.
    - b. Projected enrollment – December 1.
    - c. Charter Board approved budget – June 30.
    - d. Monthly financial reports – within 15 days of the close of the month.
    - e. Annual audit – September 26.
    - f. Electronic data file (trial balance) – 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 info, terms and signed Board Member Certification Forms)- July 1.
  - b. Signed Board member conflict of interest disclosures – July 1.
  - c. Current bylaws – within ten (10) days after any changes.
  - d. Current articles of incorporation – within ten (10) days after any changes.
- vi. Insurance certification – July 1.
- vii. Proof of licensure or certification for all applicable employees – prior to or immediately upon hire.
- viii. Colorado Department of Education 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
  - d. Financial reporting (due with annual audit)
- ix. 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, including student diversity and the percentage of enrolled students eligible for free or reduced lunch programs- July 1.
- x. 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. The District will be responsible for communicating the information to local responders.

E. Indemnification. To the extent permitted by law, the School agrees to indemnify and hold the District and its respective employees, directors, officers, agents and assigns 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 School or its respective employees, directors, officers, agents and assigns. 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 or other law.

- F. Procedures for articles of incorporation and bylaws amendments. The School shall follow any requirements of the Colorado Revised Non-Profit Corporations Act in amending its articles of incorporation and bylaws and shall provide the District with notice of any such changes. 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 State Board of Education, 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 the Agreement that is in dispute and the grounds for the position that such Article and Section is in dispute. The matter shall be immediately submitted to the President of the Board of the School 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. The parties expressly agree that the arbitrator (s) 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.
  - 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) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed arbitrators shall meet within ten (10) 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.

- iv. The arbitrators 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.

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 of a plan to remedy the deficiency. The School shall develop the plan and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.
- iii. Seeking 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. Requesting 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.

- 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 a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.
  - ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the President of the Charter School 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 is not cured within the time specified in the notice, the District may apply remedies described in Section 3.2(H)(i) through (iv).
  
- J. District violations of 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. 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.

#### **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 Charter Board's policies shall provide for governance of the operation of the School in a manner consistent with this Contract. The governing board shall operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body shall be made in accordance with the procedures described in Section 3.2 of this Contract.

##### **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 Colorado Charter Schools Act, C.R.S. § 22-30.5-101, *et seq.*

**4.3 Transparency.**

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy. The School shall ensure that means of contacting the Charter Board is available on the School's web page.

**4.4 Complaints.**

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Charter Board, not the District's Board of Education. The Charter Board shall issue a written decision on any such administrative appeal, and copy the District's Superintendent or designee on any such 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. 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): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for 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 students with disabilities in accordance with their Individualized Education Programs (IEPs).

### **5.3 Food Services.**

The School shall be responsible for providing food services, if any, to students attending the School, in accordance with C.R.S. § 22-32-120. 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 and its Board, employees, and volunteers, 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 and shall name the District as an additional insured. Minimum coverages for the current school year are listed below:

Comprehensive general liability - \$2,000,000 per occurrence; \$5,000,000 aggregate.

Officers, directors and employees errors and omissions - \$2,000,000.

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. 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 state 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. The School is solely responsible for any deductibles payable under the policies purchased by the School.

## 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 of Education 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's Board of Education at its next regular meeting. The District's Board of Education 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 of Education first approves the request. The District's 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. Additional 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's Board of Education at its next regular meeting. The District's Board of Education 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.
  - iii. For District policies that are not waived and are applicable to the School, decisions or processes required by District policy shall be handled by the School's equivalent administrator. For example, if the District policy requires a decision by the Superintendent, such decision shall be made by the School's Lead Administrator.
  - iv. In the event the District develops new District policies or revises existing District policies that are applicable to the School, the School shall follow the new or revised District policy unless the School obtains a waiver of the new or revised District policy in accordance with this section.

## **5.6 Evaluations and Trainings.**

- A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the Lead Administrator 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 Agreement.
- B. The Lead Administrator or 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 Agreement.
- C. Training. The Charter Board shall adopt a policy for its annual training plan. Further, Charter Board members will satisfactorily complete the online charter school governing board training recommended by the CDE, or comparable training, within a year of: (a) executing this Contract (for those members currently serving on the Board or provide evidence of prior completion); or (b) being seated on the Board (for all future Board members), whichever comes first. 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 Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), 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 who are eligible for free or reduced lunch, and/or who are Multilingual Learners or students with disabilities, 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.

**6.3 Maximum and Minimum 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 600 K-12 student FTE's. This limitation on the number of enrolled students is acknowledged by the School and the District as necessary to facilitate the academic success of the students enrolled in the School, to facilitate the School's ability to achieve its mission and objectives, and to ensure that the School's enrollment does not exceed the capacity of the School's facility and site. The minimum enrollment is 300 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 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.

Further, and notwithstanding the content of Attachment 9 or any other provision of this Agreement pertaining to enrollment preferences and selection method, the parties acknowledge and agree that: (1) the School will not interpret or apply the content of Attachment 9 in any manner that would result in discriminatory enrollment on the basis of disability, academic ability, or any other basis prohibited by law; and (2) the parties shall meet on or before August 1 on an annual basis to discuss the impact and legal effect of FRCC academic requirements on School enrollment or entry by the School into a cooperative agreement with a postsecondary education provider other than FRCC, and any necessary revisions to this Agreement and/or Attachment 9.

**6.5 Enrollment Preferences, Selection Method, Timeline, and Procedures.**

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

**6.6 Process and Procedures for the Admission and Enrollment of Students with Disabilities with an IEP or a Section 504 Plan.**

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

- A. A two-step process shall be implemented when considering whether a student with a disability is able to enroll in the School. The two-step process includes an admissions phase of the process and an enrollment phase of the process. The School shall first conduct its admissions process, including any lottery or similar process, without inquiry into the disability status of its students. Following the application deadline and upon completing the lottery if appropriate and application process, the School shall inquire during its enrollment process whether the student has an IEP or 504 Plan and 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 admission process, disclosure of a student's IEP or Section 504 Plan.
- B. When a student has an IEP or Section 504 Plan, prior to the decision to enroll the student, a screening team consisting of the School Principal or designee, the School special education coordinator, and the District's Director of Charter Partnerships or designee 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 determination whether the

services and space and accommodations 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 final determination.

- C. When a student has an IEP that indicates the student's placement is in a center-based program, the School Principal or designee, the School special education coordinator, and the District's Director of Charter Partnerships or designee will determine if the type of center-based program indicated by the services and placement 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 special education coordinator or designee shall convene an IEP Team meeting. The student's enrollment is contingent upon a determination by the IEP Team that the student can receive a FAPE in the least restrictive environment (LRE) at the School. If the IEP Team determines that FAPE is not available, the student's 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 students 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 the student's previous school shall be placed directly in a program that meets the requirements of the student's 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. Chargeback for students with disabilities that return to the District. If, after enrolling a student, the School determines that it is unable to provide 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.
- 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 and Enrollment.**

Subject to its admission and enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless 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 District. Once accepted for enrollment, a non-District resident student may re-enroll for subsequent school years until completing 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. Requests for transfer to a District school shall not be unreasonably denied.

**6.10 Expulsion and Denial of Admission.**

The School has adopted and may revise its own set of written policies concerning standards of student conduct and discipline and shall be granted a waiver from corresponding District policies so long as the policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student as set forth in C.R.S. §§ 22-33-105, 22-33-106 and 22-33-106.1. 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 School's governing board, all consistent with C.R.S. § 22-33-105.

The Charter 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 notify the student in writing of all legally required post-expulsion services and related information pursuant to C.R.S. § 22-33-203, and such notice shall be copied to the District Superintendent or designee.

The School shall code all 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 enrollment by the School of any student with an IEP or Section 504 Plan shall be in writing and copied to the District's Director of Charter Partnerships 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. 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, non-discrimination notices consistent with the requirements of 34 C.F.R. Sections 100.6(d), 106.8, 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, telephone number and email address of the School employee or employees responsible for coordinating the School's Title IX and Non-Discrimination compliance efforts. All such notices shall be distributed and published in both English and Spanish, and otherwise communicated to parents in their preferred language as mandated by federal law. Notice of the contact

information for the School's Title IX/Non-Discrimination coordinator(s) shall also be prominently displayed on the School's website.

## **7.0 Educational Program.**

### **7.1 School Mission, Vision, Goals and Objectives.**

The School shall meet or make reasonable progress toward the goals and objectives described in Attachment 1:

- A. District accreditation. The School shall be accredited in accordance with written District guidelines and state law, and as otherwise provided pursuant to this Agreement. 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.

### **7.2 Educational Program Characteristics.**

The School shall implement and maintain the characteristics of its educational program, subject to modification with the District's written approval, as described in Attachment 2.

### **7.3 GED and On-Line 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.

### **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 academic 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 shall develop and submit to the District for approval a policy setting forth its graduation requirements which shall align with state graduation guidelines, and which shall otherwise not be lower than the District's requirements.

#### **7.6 Multilingual Learners.**

A. The School shall 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 Multilingual Learners ("MLs"), and all applicable state and federal laws and regulations concerning the identification of and delivery of appropriate educational services to students who are Multilingual Learners in order to enable them to acquire sufficient English language proficiency to participate in mainstream English language instructional programs.

B. 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 Culturally and Linguistically Diverse Education 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 ML 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 Development (ELD) 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 Opportunity 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. In furtherance of this section, the School agrees to comply, including without limitation the provisions regarding the delivery of ML instruction, training and qualifications of administrators and teachers, translation and interpreter services for Limited English proficient parents, provision of meaningful access for MLs to all curricular and extracurricular programs, provision of FAPE and mandatory ML services to dual identified MLs who have an IEP or Section 504 Plan, and monitoring of current and exited MLs 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. 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. 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 ML programming, or otherwise dissuading parents from exercising their right to require that their student receive such services, will be considered a material breach, and the District may take any steps necessary under the 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 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 7.7.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's Director of Charter Partnerships 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. **Admission and Enrollment of Students with Disabilities.** The School shall follow the procedure described in Section 6.6 when admitting and 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 section 7.7.G below, and those services that are typically provided by general education teachers through the traditional educational program, including without limitation, the cost of the general education teacher and typical educational supplies and services generally made available to all students.
- E. The School shall direct the development and/or modification of any IEP for students enrolled in the School. The District's Director of Charter Partnerships, 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 an appropriate education in the School's program. For such students, the School shall notify the District's Director of Charter Partnerships or designee, and follow the procedures stated in 6.6(C). 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 Agreement 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. 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 and related 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, CDE, and the federal Every Student Succeeds Act ("ESSA").

- 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, Exceptional Children's Education Act, C.R.S. §§ 22-20-101, *et seq.* ("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. 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 Agreement.

- H. District Administrative Support. Funding for District support shall be provided by the School pursuant to the terms of this Agreement, including 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 the CDE required by the District's status as special education administrative unit for the School; attendance by the District's Director of Charter Partnerships or a qualified District designee, as deemed appropriate by the District's Director, at IEP meetings for the School's students; 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 the CDE, and routine consultation with the District's designated representative
- 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 Agreement. 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 7.7(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. The School shall indemnify and hold the District harmless from any claim, damages, or costs (including, without limitation, 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 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. For the 2023-2024 school year and all subsequent school years, the special education reserve shall be at least \$200,000 and shall be maintained in a separate financial account identified under the CDE chart of accounts system. The School shall keep the special education reserve separate from and not be utilized to satisfy a portion of the School's TABOR Reserve requirements.
- c. Only with the District's written agreement, 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 school 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 students with disabilities 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 students with disabilities 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 students with disabilities whose records are not in compliance with state and federal requirements, and will ensure that all such 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 the CDE. 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 student with a disability 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 Director of Charter Partnerships or designee may, subject to the Director's or designee'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 the Director or designee may deem necessary, provided that the failure of the District's Director or designee to direct any change at the School shall not make the District legally or financially responsible for the School's noncompliance.

**7.8 Collaboration with District.**

- A. The School shall provide reasonable notice to the District before opening any 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.

**7.9 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 PRE-K, before and after school programs or as otherwise permitted by state law.
- B. Fees. Student fees may be 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 not otherwise waived.
- C. Indigent Students. The School shall waive all fees for indigent students in accordance with applicable federal and state law. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines.

## 8. 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 cost, optional purchased services, less intercept transfers per the State Treasurer Charter Intercept Agreement, less other deductions as provided herein and adjusted as provided herein. Any subsequent audits by the CDE 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 referenced above.

- 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.
- 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 Elementary and Secondary Education Act (“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 (e.g., English Language Proficiency, Gifted and Talented, or Transportation funding) 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 the School may 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 equitable share of the money the District receives through relevant State and Federal grants.

## **8.2 Disbursement of Per Pupil Revenue.**

- A. Disbursement of District per pupil revenue funding. Commencing in July of each fiscal year of the contract 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 appropriation and the District's

receipt of the funding. July through November funding shall be based on the School's enrollment projections submitted in accordance with Section 8.4. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with Section 8.2.B. Funds shall be disbursed within five (5) days of being received by the District.

- B. Adjustment to funding. The District's disbursement of funds shall be adjusted as follows: in January of each year, funding will be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in this District and not otherwise deducted. Funding each month may also be adjusted for any services provided by the Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases 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. §22-30.5-112(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.H.

### **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 15 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 \$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 agreement.
- B. Any financial obligations of the School arising out of this agreement 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 Electronic (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, 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) 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 Non-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 encumber any of its assets without the written permission of the District. Any borrowing by the School above ten percent (10%) of the School's budget shall be subject to prior District approval.

**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.

**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 Handbook may be amended or revised at the discretion of the School.
- B. Background/Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for criminal records) 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 agreement 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 Agreement.

## **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.**

The School may not use District facilities for activities and events without prior written consent from the District. Any use of District facilities must be arranged through the District's Facilities Reservations Department and shall be subject to applicable usage fees.

**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.

**11.4 Long-Range Facility Needs.**

When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School.

**12.0 Charter Renewal, Revocation and School-Initiated Closure.**

**12.1 Renewal Timeline and Process.**

The School shall submit its renewal application by 4 p.m. on December 1 of the year before the School's Contract expires. 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 the School's 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 state law and District policy, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application 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 the 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 Agreement. 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.I. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.2.H) 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 and shall remain the property of 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. 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.**

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Contract shall take precedence over policies of either party and the Application; applicable policies of the District 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 the charter contract shall take precedence over the Application.

#### **13.2 Amendments.**

No amendment to this Contract shall be valid unless ratified in writing by the School's governing body and executed by the Superintendent of the District and an authorized representative of the School's governing body.

**13.3 Merger.**

This Contract contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Contract.

**13.4 Non-Assignment.**

Neither party to this Contract 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. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

**13.6 No Third-Party Beneficiary.**

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement 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 personal delivery (subject to verification of service or

acknowledgement of receipt) 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.

### **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. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and District policies, procedures, regulations, or other requirements, unless waived, compliance by the School 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.
- D. **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.

### **13.11 Paragraph / Caption Headings.**

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.

**Westgate Community School**

By: Lori Goldstein  
President, Board of Directors

Sharon Collins  
Executive Director

Sharon Collins  
president WCS Board

**ADAMS 12 FIVE STAR SCHOOLS**

By: Chris Gdowski  
Christopher E. Gdowski  
Superintendent

## **Attachment 1: School Mission, Vision, Goals & Objectives**

### **TIP**

*Goals and objectives should be in S.M.A.R.T. format: Specific (concrete, detailed, well defined), Measurable (numbers, quantity, comparison), Attainable/ Achievable (feasible, actionable), Relevant (considering resources and strategy), Time-Bound (a defined time line).*

### **The Mission of Westgate Community School**

At Westgate Community School, gifted education is provided to all students in a community that nurtures the whole child, empowers students to be authentic, supports individuals in reaching their own academic goals, develops stewardship for the environment, and inspires passion for serving the global community.

### **Vision Statement**

Westgate Community School is a community-centered, gifted K-12 school that embraces whole-child learning and serves all students by encouraging creativity, authenticity, inclusivity, collaboration, and academic excellence.

## Attachment 2:

### Educational Program Characteristics

#### The Programming of Westgate Community School

Westgate Community School is a K-12 school

K-8 Programming:

- Inclusive gifted education all day, every day – All students can benefit from the experience of gifted education.
- Advocacy in every grade with a daily classroom social-emotional meeting.
- Universal Design for Learning utilized in every classroom for every student
  - All clocks are located above the door
  - All classrooms utilize a visual schedule and calendar located next to the door
  - Universal Furniture
  - Universal Organizational System
- Needs-based classrooms for literacy and math
- Multi-age Teams (1/2, 3/4, 5/6, and 7/8)
  - This provides multiple opportunities for students to accept leadership roles within their Team structure
  - Looping on a Team gives students the opportunity to build team culture and community while passing that information on to the next grade which preserves team traditions and team identity
- Work at Home Policy:

Typically, Westgate students do not have school work to complete at home. Westgate

wants them to have time to be kids, spend time with family, and pursue other passions.

Exceptions to this norm are:

1. When a student has make-up work from absences
2. When extra practice is needed to become proficient in a skill
3. When a student has been unproductive during their class time
4. When there is a special “at home project.”

If the student does have homework, the teacher will email you by the end of the day to inform you of the homework. Any and all instructions need to be included in the email to parents to ensure they can provide help to their student. The teacher will also provide the deadline of when the work needs to be completed and turned in so the student can receive a grade. If you need further explanation, please reach out to the teacher as soon as possible.

- Environment Education and Service Learning embedded into the curriculum and school day
  - School-wide Recycling and Composting campaign
  - Adoption of Washington Street, Clean-Ups by Teams with the Environmental Education Coordinator once monthly
  - Partnership with KIVA
  - Classroom Activities with our Chickens and Gardens on Campus
  - Green Up Our School Grant Recipient 2017
- All students have recess. Play and physical activity are important components of learning and growth.
  - K-4 receives a morning recess and half hour recess before lunch

- 5-8 students have the half hour recess prior to lunch daily
- Mindfulness practiced throughout the school
- After School Clubs offered to all students K-12

#### High School Programming:

- Small school, Early College model with only 25 students per grade
- Concurrent Enrollment opportunities for all students enrolled in the Westgate High School Program. Every student has the opportunity to earn their Associates Degree while completing their high school diploma.
  - Westgate students have taken over 2000 hours in over 35 departments at FRCC
  - Approximately one-third of Westgate graduates have earned their Associates Degree or advanced certificates such as Certified Nurse Assistant, Computer Information Systems and Automotive Technology.
- College classes are taken at the FRCC Westminster Campus. WCS students learn alongside college students who offer our students broad perspectives and intellectual peers of all ages within their courses
- Service Learning embedded in the school week

Weekly on Friday afternoons – multi-age groups working together to positively impact the school community

- Governance Group
- Composting Group
- Westgate Student Learning Garden and Greenhouse – The greenhouse was designed by a (then) 7<sup>th</sup> grade student, funded through a grant applied for by that student in coordination with our School Board and was built

by high school students, teachers, staff and parent volunteers

- Chicken Coop “Chicken Tenders” – students and parents who care for our flock of chickens, clean and maintain their living environment, and retrieve, clean, candle and grade the organic eggs
- Community Construction Group – Building items needed for chickens, gardens, composting, etc.
- Technology Group – creating a web page to track the impact of the student service work and creating a Composting Game to encourage our students and families to compost
- Yearly Service Learning Trips
  - Freshman – Act Locally – Salvation Army, National Park Clean-up
  - Sophomores – Serve our State – Wolf Sanctuary
  - Juniors – Build our Nation – Habitat for Humanity Build in Taos, New Mexico
  - Seniors – Impact the World – Costa Rica Community Build; Belize Turtle Conservation
- Senior Internships

**Attachment 3: Selected State Laws Applicable to Charter Schools**  
(Colo. Rev. Statutes, unless otherwise noted)

**Governance, Records, and Charter Schools**

1. Colorado Charter Schools Act: 22-30.5-101 *et seq.*
2. Colorado Open Meetings Law: 24-6-401 *et seq.*
3. Colorado Open Records Act: 24-72-201 *et seq.*
4. Family Educational Rights and Privacy Act of 1974: 20 U.S.C 1232g
5. Colorado Code of Ethics: 24-18-101 *et seq.*
6. Non-Profit Corporation Act: 7-121-101 *et seq.*

**Safety and Discipline**

7. Certificate of occupancy for the school facility: 22-32-124
8. Safe School Plan: 22-32-109.1(2)
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
12. Child Protection Act of 1987: 19-3-301 *et seq.*
13. Background checks for employees: 22-1-121

**Educational Accountability**

14. Educational Accountability: 22-7-101 *et seq.*, 22-11-101 *et seq.* (especially 22-11-210 and 22-11-401 *et seq.*)
15. Accreditation: Accreditation Rules of the State Board of Education: 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   | 29. Exceptional Children's Educational Act: 22-20-101 <i>et seq.</i>             |
| 22. Instruction in the Constitution: 22-1-108, 109                                   | 30. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. 794                 |
| 23. Instruction in the effects of use of alcohol and controlled substances: 22-1-110 | 31. Americans with Disabilities Act: 42 U.S.C. 12101                             |
| 24. On-line programs: 22-33-104.6  | 32. Individuals with Disabilities Educational Act: 42 U.S.C. 1401 <i>et seq.</i> |
| 25. Participation in sports and extra-curricular activities: 22-32-116.5             | 33. English Language Proficiency Act: 22-24-101 <i>et seq.</i>                   |
| 26. Content standards: 22-7-407  |  |
| 27. Concurrent Enrollment Programs Act: 22-35-101 <i>et seq.</i>                     |  |

**Finance**

**Exceptional Students**

- |   |  |
|---|--|
| 28. Discipline of students with disabilities: 20 U.S.C 1415(k), 34 C.F.R. 519-529 | 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 (l) (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(I)
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 Form

### Westgate Community School 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.
- Yes

#### 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 School. If so, please indicate the precise nature of the business that is being or will be conducted.

- I/we do not anticipate conducting any such business.
- 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.]

- None
- Yes. If yes, please provide additional information.

#### **Disclosures for Schools Contracting with an Educational Service Provider**

1. Indicate whether you, your spouse, or any immediate family member knows (i.e., beyond a casual or professional acquaintance) any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.

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

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

- Yes

#### **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

2. Indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

- I/we do not anticipate conducting any such business.
- Yes

#### **Other**

1. I affirm that I have read the charter school's Bylaws and conflict of interest policies.

- I affirm

**Attachment 5: n/a**

## Attachments 6 and 7

### Rationale and Replacement Plan for Waivers from State Statute and Rule

#### Basic Information

School Name: Westgate Community School (WCS)

School Address: 12500 Washington Street, Thornton, CO 80241

Prepared by: Sharon Collins

Preparer's Phone Number: 303-452-0967

Preparer's Email Address: [Sharon.collins@westgateschool.org](mailto:Sharon.collins@westgateschool.org)

Charter School Contact: Sharon Collins

Charter School Contact Email Address: [Sharon.collins@westgateschool.org](mailto:Sharon.collins@westgateschool.org)

#### Automatic Waivers:

Westgate Community School requests all automatic waivers.

#### Non-Automatic Waivers: Statute Description, Rationale, and Plan

##### **C.R.S. § 22-9-106 Local Board Duties Concerning Performance Evaluations**

This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D)

##### **Rationale:**

The Westgate Community School Executive Director or designee(s) must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have an administrator license, this should not preclude him or her from administering the evaluations under the direction of the Executive Director or Principal. The WCS Board of Directors must also have the ability to perform the evaluations for the Executive Director, Principal or designee.

##### **Plan:**

Westgate Community School uses its own evaluation system. Westgate Community School's evaluation system will continue to meet the intent of the law as outlined in statute.

Since excellent teaching is central to the mission of the school, Westgate Community School will place great importance on the effectiveness of its teachers. The school has developed a teacher evaluation process that includes both formal and informal observations of teaching by the principal/Executive Director and self-critiquing by the teacher. These evaluations will also include a goal setting component that is evaluated and mentored through with administration. First year teachers and any staff member on a growth plan will be reviewed more frequently by administration. In compliance with state law, teacher evaluations will be kept confidential, and all Board discussion related to specific teacher evaluations or concerns will be conducted in executive session.

##### **Duration of the Waivers:**

Westgate Community 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 five academic operating years, through June 30, 2028.

##### **Financial Impact:**

Westgate Community School anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the WCS budget.

##### **How the Impact of the Waivers will be Evaluated:**

Since teacher performance has a critical impact on the performance of the entire school, the impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

##### **Expected Outcome:**

With this waiver, the school will be able to evaluate its teachers in accordance with our goals and objectives as a

school, which is designed to produce greater accountability and be consistent with the school's mission and vision. This will benefit staff members as well as students and the community.

**C.R.S. § 22-32-109(1)(b) Local Board Duties Concerning Competitive Bidding**

This section requires that the local board adopt policies and prescribe rules and regulations necessary and proper for the efficient administration of the affairs of the district, including procedures for competitive bidding in the purchase of goods and services, except professional services, for the district.

**Rationale:**

Westgate Community School will be responsible for its own purchase of goods and services to align with the school's mission and vision separate from the district.

**Plan:**

Policy: Guiding the purchase of all goods and services of the charter school will be: (a) price; (b) quality; and (c) dependability. Particular vendors may be chosen for any one or any combination of these factors; however, at all times the selection of a particular good, service, or vendor shall be with the intention of maintaining a top-quality school. The execution of contracts and grants shall be within the scope of the charter school's mission, goals, and annual plans.

Procedure: When a product is to be purchased costing more than \$10,000, the Executive Director, 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 Board of Directors 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.

**Duration of the Waivers:**

Westgate Community 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 five academic operating years, through June 30, 2028.

**Financial Impact:**

Westgate Community School assumes the financial responsibility as discussed in the WCS Financial Policies and Procedures Manual.

**How the Impact of the Waivers will be Evaluated:**

The Finance committee and WCS BOD reviews these policies and procedures to ensure execution of contracts and grants shall be within the scope of the charter school's mission, goals, and annual plans.

**Expected Outcome:**

This waiver will allow the school to ensure market value of all vendors as well as ensure the vendor aligns with the intention of maintaining a top-quality school.

**C.R.S. § 22-32-109(1)(n)(I) Local Board Duties Concerning School Calendar**

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

**Rationale:**

Westgate Community School's academic school year is approximately 164 days, which exceeds the current requirements in the state of Colorado. WCS will meet or exceed the requirements in state statute. WCS will prescribe the actual details on its own school calendar to best meet the needs of the K-12 campus. The WCS Board will adopt a policy that specifies a process regarding how and when a calendar is adopted and how changes to the calendar are made. A copy of the calendar will be distributed to families of WCS and will be posted on our website. The Adams 12 Board will not set these policies and WCS will have a calendar that differs from the rest of the schools within the district.

**Plan:**

The final calendar and the schools daily schedule will be designed by WCS to meet or exceed the expectations of the state and communicated to our greater community after approval by our WCS Board of Directors.

**Duration of the Waivers:**

Westgate Community 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 five academic operating years, through June 30, 2028.

**Financial Impact:**

Westgate Community School anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the WCS budget.

**How the Impact of the Waivers will be Evaluated:**

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

**Expected Outcome:**

WCS expects, as a result of this waiver, it will be able to implement the curriculum and ensure that students meet or exceed the educational expectations of the state.

**C.R.S. § 22-32-109(1)(n)(II)(A) Local Board Duties Concerning Teacher Pupil Contact Hours****Rationale:**

Westgate Community School's academic school year allows for approximately 1,200 contact hours, which exceeds the current requirements in the state of Colorado. WCS will describe the actual details on its own school calendar/schedule to best meet the needs of the K-12 campus. The Adams 12 Board will not set these policies and WCS will have a daily schedules that differs from the rest of the schools within the district.

**Plan:**

The final calendar and the schools daily schedule will be designed by WCS to meet or exceed the expectations of the state and communicated to our greater community after approval by our WCS Board of Directors.

**Duration of the Waivers:**

Westgate Community 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 five academic operating years, through June 30, 2028.

**Financial Impact:**

Westgate Community School anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the WCS budget.

**How the Impact of the Waivers will be Evaluated:**

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

**Expected Outcome:**

WCS expects, as a result of this waiver, it will be able to implement the curriculum and ensure that students meet or exceed the educational expectations of the state.

**C.R.S. § 22-63-201 Teacher Employment Act-Compensation & Dismissal- Req. to Hold a Certificate**

Prohibits board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

**Rationale:**

Westgate Community School will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. WCS should be granted the authority to hire teachers and personnel that will support the school's mission and vision as set forth in the initial charter application. In order to accomplish this, the Administration may seek applicants from out of state, teachers with lapsed certificates, or persons with several years of successful teaching experiences in a setting not requiring a license, as well as persons with business or professional experience. All employees of WCS will meet Federal Highly Qualified requirements.

**Plan:**

(1) Westgate Community School is interested in hiring and retaining teachers who are highly qualified, effective contributors to the overall success and operation of the school, and strongly committed to fully implementing the Westgate Community School vision, mission, performance, and behavior expectations. To accomplish this objective, Westgate Community School will hire teachers and other employees under "at-will" employment terms, which will be disclosed in any offers of employment. WCS's personnel policies and procedures will be available for review by all teachers who are hired. The Board, on an annual basis, will determine salaries and benefits. Teachers and staff employed by Westgate Community School

will be required to sign a one-year agreement. The agreement calendar year runs from August through July and is considered a commitment made between the employee and Westgate Community School. The employee, Principal, and President of the Governing Board will sign the employment agreement. Intent to return forms will be distributed to teachers in the month of February and positions for the following year will be offered after a performance evaluation has been completed by the Principal and the Governing Board has set the salary schedule for the new academic year.

(2) All Westgate Community School employees will meet the guidelines set forth in the Colorado state ESSA plan, specifically (a) endorsement on a Colorado teaching license; (b) holding at least a BA or higher in the relevant subject area; (c) completing 36 semester credit hours in the subject matter in which s/he teaches; or (d) passing a State Board approved content exam in the relevant subject area.

(3) All school employees will meet applicable fingerprinting and background check requirements.

(4) Special Education Teachers will hold the requisite state license and endorsement.

(5) Westgate Community School will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.

**Duration of the Waivers:**

Westgate Community 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 five academic operating years, through June 30, 2028.

**Financial Impact:**

Westgate Community School assumes the financial responsibility as discussed in the WCS Financial Policies and Procedures Manual.

**How the Impact of the Waivers will be Evaluated:**

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

**Expected Outcome:**

As a result of this waiver, WCS will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

**C.R.S. § 22-63-202 Teacher Employment Act- Contracts in Writing-Duration-Damage Provision**

**Rationale:**

Westgate Community School will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. WCS should be granted the authority to hire teachers and personnel that will support the school's mission and vision as set forth in the initial charter application.

**Plan:**

All Westgate Community School employees will be employed on an at-will basis. Westgate Community School has written teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. 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.

**Duration of the Waivers:**

Westgate Community 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 five academic operating years, through June 30, 2028.

**Financial Impact:**

Westgate Community School assumes the financial responsibility as discussed in the WCS Financial Policies and Procedures Manual.

**How the Impact of the Waivers will be Evaluated:**

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

**Expected Outcome:**

As a result of this waiver, WCS will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

**C.R.S. § 22-63-203 Teacher Emp. Act- Req. for Probationary Teacher, Renewal & Nonrenewal**

**Rationale:**

Westgate Community School will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. WCS should be granted the

authority to hire teachers and personnel that will support the school's mission and vision as set forth in the initial charter application.

**Plan:**

(1) Westgate Community School is interested in hiring and retaining teachers who are in-field, effective contributors to the overall success and operation of the school, and strongly committed to fully implementing the Westgate Community School vision, mission, performance, and behavior expectations. To accomplish this objective, Westgate Community School will hire teachers and other employees under "at-will" employment terms, which will be disclosed in any offers of employment. WCS's personnel policies and procedures will be available for review by all teachers who are hired. The Board, on an annual basis, will determine salaries and benefits. Teachers and staff employed by Westgate Community School will be required to sign a one-year agreement. The calendar year runs from August through July and is considered a commitment made between the employee and Westgate Community School. The employee and WCS's Executive Director will sign the employment agreement. Intent to return forms will be distributed to teachers in the month of February and positions for the following year will be offered after a performance evaluation has been completed by the Executive Director, and the Governing Board has set the salary schedule for the new academic year.

(2) Westgate Community School only considers in-field personnel. Employees are expected to excel to meet Westgate Community School's strong character and educational values as well as provide students with data driven instruction and strive to help every student reach their individual potential. Employees agree to follow the school's mission and vision, bylaws, as well as state and federal laws.

**Duration of the Waivers:**

Westgate Community 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 five academic operating years, through June 30, 2028.

**Financial Impact:**

Westgate Community School assumes the financial responsibility as discussed in the WCS Financial Policies and Procedures Manual.

**How the Impact of the Waivers will be Evaluated:**

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

**Expected Outcome:**

As a result of this waiver, WCS will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

**C.R.S. § 22-63-206 Teacher Employment Act- Transfer of Teachers**

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

**Rationale:**

Westgate Community School will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. WCS should be granted the authority to hire teachers and personnel that will support the school's mission and vision as set forth in the initial charter application as well as terminate said employees who cannot deliver the educational programming successfully.

**Plan:**

Westgate Community School will not participate in the district's transfer policies and procedures; however, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.

**Duration of the Waivers:**

Westgate Community 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 five academic operating years, through June 30, 2028.

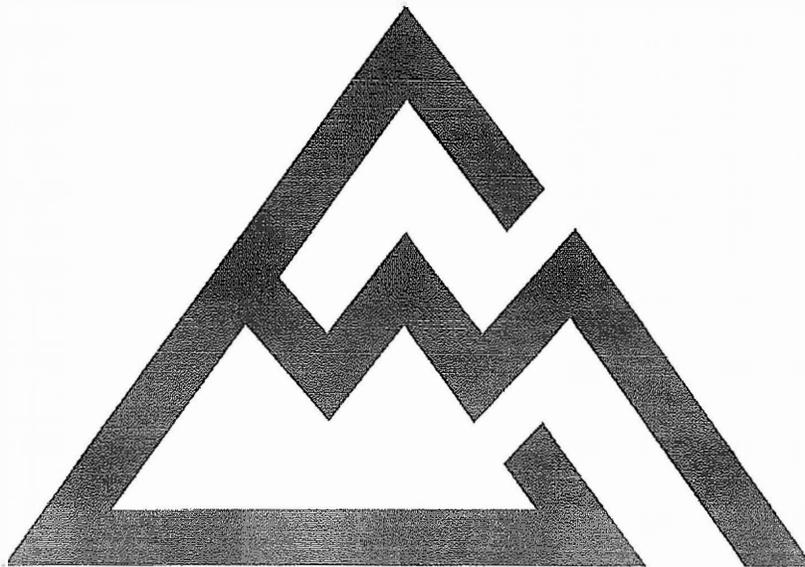
**Financial Impact:**

Westgate Community School assumes the financial responsibility as discussed in the WCS Financial Policies and Procedures Manual.

# Westgate Community School

Adams 12 District Policy Waivers

2023 Contract Renewal



Westgate Community School  
12500 Washington Street  
Thornton, CO 80241  
(303)452-0967  
[www.westgateschool.org](http://www.westgateschool.org)

**Adams 12 Policy Waivers**

2023 Contract Renewal Waivers:

Policy 1225: Therapy Dogs on District Property  
Policy 1300: Community Use of District Owned Facilities  
Policy 1400: Booster Organizations/Parent Groups  
Policy 1500: Challenges to Curriculum, Instructional Materials and Activities Policy  
Policy 2100: Selection and Appointment of Administrators  
Policies 3200, 3300, 3310, 3320, 3330: Expenditures, Contracting, Procurement, Bids  
Policy 3350: Business Sponsorships, Advertising Agreements and Exclusivity Contracts  
Policy 3400: Investment Policy  
Policy 3600: Student Transportation  
Policy 3700: Nutrition Services Operations  
Policy 3720: Wellness  
Policy 3730: Authorized Personnel in School Kitchens  
Policy 3810: Building Access  
Policy 4120: Athletic Coaches  
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 4170: Tax Sheltered Retirement Plans and Other Deferred Compensation Arrangements  
Policy 4180: Employee Cell Phone and Other Personal Electronic Communication Device  
5000 Series (Dress Code and Appeals Process Only)  
Policy 5640: Fundraising  
Policy 5650, 5670: Distribution of Printed Materials Policy  
Policy 6100: Perpetual School Calendar  
Policy 6200: Course/Program Development  
Policy 6205: Library Resources Selection and Reconsideration  
Policy 6230: Instructional Materials  
Policy 6250: Athletics  
Policy 6270: Field Trips and Activity Travel  
Policy 6285: Post-Secondary Planning and Enrollment Options  
Policy 6291: Dual Enrollment  
Policy 6310: Reporting Student Progress  
Policy 6320: Retention  
Policy 6340: Graduation Requirements  
Policies 7200, 7210, 7220, 7300, 7400, 7500: Policies 7200-Land Use and Development, 7210-Location of Schools in Industrial and Business Park Zoning Districts, 7220-Preliminary Drawings and Specifications, 7300-Facilities, 7400-Use of Classroom Space, and 7500-Naming of Facilities  
Policy 8800: Volunteer Authorization  
Policy 8900: Individual Rights & Responsibilities

Westgate Community School ("WCS") submits the following requests for waivers from District policies:

**1. Policy 1225**

**Therapy Dogs on District Property**

Substitute Policy: WCS intends to continue the use of a full-time Therapy Dog. WCS will source, train and pay for the Therapy dog outside of the District Policy.

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate will be responsible for facilitating the use of Westgate owned property by any community organizations.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: Westgate will determine usage fees and terms for any community use.

**2. Policy 1300**

**Community Use of District Owned Facilities**

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate will be responsible for facilitating the use of Westgate owned property by any community organizations.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: Westgate will determine usage fees and terms for any community use.

**3. Policy 1400**

**Booster Organizations/Parent Groups**

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate will be responsible for facilitating the relationship with its parent groups. Westgate's Events and Fundraising Committee operates as a committee of the Board of Directors.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: Westgate will determine its own relationships with booster organizations/parent groups including fundraising and purchasing associated with the groups.

**4. Policy 1500**

**Challenges to Curriculum, Instruction Materials and Activities**

- a. Substitute Policy: Challenges submitted by parents/guardians/patrons/WCS personnel/students to the use of materials, methods, curriculum, instructional activities and/or presentations shall be resolved according to

this policy.

- i. The Westgate Community School (WCS) Administration's role is to continuously improve the educational program, in line with WCS's overall mission and vision, via research, curriculum development, and review of recommendations for new curriculum or changes in curriculum and/or primary learning materials brought to Admin/SAC by teachers.
  - ii. WCS's Administration ensures that the academic program is consistently implemented throughout the years ahead. It is critical that all curriculum components be in full alignment with the mission and vision of WCS.
  - iii. The parent/guardian/patron/school employee/student with a concern shall meet with the Executive Director, Principal or Assistant Principal per the Communications Pathway.
  - iv. If the complaint is not resolved during this initial meeting, the administrator shall hold a conference with the complainant. At such conference, the focus of the discussion shall be the specific materials, methods, curriculum, instructional activities, and/or presentations to which the complainant objects, and the reasons for such objection. Administrators shall maintain a written record of this meeting and any ensuing materials.
  - v. If the complainant is dissatisfied with the results of the conferences(s), the complainant may request a decision be made by the WCS Board of Directors. The Board will be the final authority on such challenges.
- b. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
  - c. Expected outcome: WCS manages its own challenges to curriculum, instructional materials and activities through the Administration and the Board of Directors.
  - d. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
  - e. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
  - f. Financial impact: This will allow the WCS Board of Directors to obtain the best value on goods and services.

## 5. Policy 2100

### Selection and Appointment of Administrators

- a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- b. Expected outcome: Westgate Community School will select and appoint its own administrators who carry out the mission and vision of the school.

K-12 GIFTED EDUCATION FOR THE WHOLE CHILD

- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: This will allow the WCS Board of Directors to obtain the best value on goods and services.

**6. Policy 2110**

**Administrative Transfers**

- a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- b. Expected outcome: Westgate Community School does not use Administrative Transfers.
- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: This will allow the WCS Board of Directors to obtain the best value on goods and services.

**7. Policy 3200**

**Restricted/Prohibited Expenditures**

**Substitute Policy:** Westgate Community School's Board of Directors and/or Executive Director shall have the authority to restrict and/or prohibit expenditures. Expenditures subject to restriction/prohibition include, but are not limited to, travel and staff meals/gifts/incentives. Expenditures may be restricted or prohibited when required for budgetary reasons.

In general, staff meals and activities increase staff morale and are permitted when reasonable. The purchase of alcoholic beverages using school funds is never permitted.

Travel shall be permissible when authorized by the Board of Directors or Executive Director. Travel costs, including travel, lodging and meals are permissible when approved in advance.

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to manage its own expenditures.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: This will allow Westgate to manage its own expenditures and obtain the best value on goods and services.

**8. Policy 3300**

**Procurement Policy**

**Substitute Policy:** Westgate Community School shall have the authority to make its own procurement policies and procedures while seeking to achieve the best value for each purchase of goods, services, and equipment acquired with school funds. Best value shall be determined to be the lowest cost to acquire materials or services that provide the specified quality, durability, availability and warranty within an appropriate timeline. Westgate seeks competitive pricing through the use of purchasing resources including pricing contracts and negotiated rates through Adams 12, the Colorado League of Charter Schools or other purchasing cooperatives when available.

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to make its own procurement decisions.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: This will allow Westgate to manage its own expenditures and obtain the best value on goods and services.

**9. Policy 3310**

**Contracting Authority and Purchasing Authority**

**Substitute Policy:** Any purchase less than \$5,000 can be authorized by the Executive Director. Any purchase between \$5,000 and \$10,000 can be authorized by the Treasurer of the Board of Directors. Any purchase over \$10,000 shall be individually authorized by the Board of Directors via a vote. Board votes are not required for recurring purchases or services. All contracts are signed by the Executive Director.

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to make its own procurement decisions.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: This will allow Westgate to manage its own expenditures and obtain the best value on goods and services.

**10. Policy 3320**

**Bid Procurement Requirements**

**Substitute Policy:** Westgate seeks competitive pricing and vendors are selected based on price, quality and dependability. For products or services less than \$5,000, Westgate will make an effort to compare prices and select the best value as determined by the purchaser. For products or services over \$5,000, Westgate will make reasonable efforts to obtain three quotes or bids and the purchase can be approved by the Treasurer of the Board of Directors. For purchases over \$10,000, Westgate will make reasonable efforts to obtain three quotes or bids and will present the bids and the staff recommendation to the Board of Directors who will

vote on the contract.

The following purchases may be exempted from bid competition requirements:

- Professional services including architectural, engineering, auditing, legal, medical, environmental, management information and educational consulting
- Single source supplies, equipment or services, provided that the justification for the purchase is documented in writing
- Water, sewer, gas, electricity
- Curriculums and related materials and professional development
- Purchases made during an emergency, provided that the Executive Director and Board of Directors are notified as soon as reasonably practicable

Westgate retains the ability to sole source vendors for some products or services including professional service contracts.

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to make its own procurement decisions.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: This will allow Westgate to manage its own expenditures and obtain the best value on goods and services.

## 11. Policy 3330

### **Bid Protest Policy**

**Substitute Policy:** Any bid protest shall follow the Westgate Community School communications pathway.

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to make its own procurement decisions.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: This will allow Westgate to manage its own expenditures and obtain the best value on goods and services.

## 12. Policy 3350

### **Business Sponsorships, Advertising Agreements and Exclusivity Contracts**

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to make its own sponsorship, advertising and exclusivity contracts.

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- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: This will allow Westgate to manage its own sponsorships, advertising agreements and exclusivity contracts.

**13. Policy 3400**

**Investment Policy**

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to make its own investment decisions while mitigating credit and interest rate risks. All Westgate investments will comply with C.R.S. § 24-75-601.1 et seq
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: This will allow Westgate to manage its own investments in compliance with C.R.S. § 24-75-601.1 et seq.

**14. Policy 3600**

**Student Transportation**

- a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- b. Expected outcome: WCS families/guardians will be responsible for their student's transportation to and from the school.
- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: This will allow WCS to use its financial resources in other areas to promote its Vision and Mission.

**15. 3700**

**Nutrition Services Operations**

**Substitute Policy:** Westgate Community School shall follow federal, state and county rules for operation of food services to students, including regulations of the United States Department of Agriculture, the Colorado State Board of Education, the Colorado State Board of Health and the local health departments.

CharterChoice Collaborative will act as Westgate Community School's School Food Authority. CharterChoice will support Westgate with collecting RFPs for food service providers, determining eligibility for Free and Reduced lunch, monitoring reimbursable programs including reporting to Adams 12 and CDE, and assisting with contract management with food service vendors.

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Westgate Community School will participate in the National School Lunch Program and the Healthy School Meals for all Program to provide school lunches for students in grades K-12.

Westgate Community School, CharterChoice Collaborative and the selected food service vendor will comply with requests for special dietary needs at no extra cost for a student with a documented disability and/or medical need. A completed statement must be completed and signed. The special accommodation will remain in effect until a new completed statement lifting or changing the accommodation is received.

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to operate its own Nutrition Services programs.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: This will allow Westgate to manage its own nutrition services including selection of food service vendors, participation in the NSLP, and participation in an SFA.

### **16. Policy 3720**

#### **Wellness**

- a. Reasoning: WCS will be responsible for its own Wellness program development consistent with its Vision and Mission. Continuous development, evaluation, and adaptation of courses/programs are necessary if WCS is to meet the educational needs of students. Our Wellness program will include the district's goals:  
Goal Number 1. WCS will provide a learning environment for developing and practicing lifelong healthy behaviors.  
Goal Number 2. WCS will support and promote proper dietary habits contributing to students' health status and academic performance.  
Goal Number 3. WCS will provide opportunities for students to engage in physical activity.  
WCS will be responsible for the oversight and evaluation of our Whole Child Wellness Program.
- b. Expected outcome: WCS expects to continue to meet or exceed the District's wellness standards. WCS will continue to develop programs to achieve its vision and mission.
- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: Minimal. WCS will continually assess the cost-benefit analysis of all its programming.

### **17. Policy 3730**

**Authorized Personnel in School Kitchens**

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to operate its own Nutrition Services programs including managing access to food prep and storage areas.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: This will allow Westgate to manage its own nutrition services including selection of food service vendors, participation in the NSLP, and participation in an SFA.

**18. Policy 3810**

**Building Access**

**Substitute Policy:** Westgate Community School shall authorize an administrator or facilities manager to maintain a system of controlling keys and access systems.

Keys and access cards shall be distributed upon hire. Returning teachers and staff may be permitted to keep keys year-round. Employees are solely responsible for keys and access cards that were issued to them and should use reasonable care to safeguard keys and cards. Any lost or misplaced keys or access cards must be immediately reported and the key card disabled. Employees may be charged a replacement cost of the key/card.

Master building keys and access cards shall be provided to the District and emergency response personnel (via the KnoxBox). Master keys will be maintained in the specified location at the front office for the purpose of emergency and lockdown access.

Employees must return all keys upon request of administrator or facilities manager, over specified breaks, or upon termination.

- a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- b. Expected outcome: Westgate shall have the authority to implement its own building access policies and procedures.
- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: Minimal

**19. Policy 4120**

**Athletic Coaches**

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.

- b. Expected Outcome: Westgate shall have the authority to manage its own Athletic Coaches should Westgate decide to be involved in school athletics.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: Minimal

## **20. Policy 4150**

### **Employee Professional Learning and Development Travel Expenses and Reimbursement**

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to manage its own expense reimbursement policy as adopted by the Board of Directors. Reasonable expenses for travel for school related business will be reimbursed via payroll.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: Minimal

## **21. Policy 4160**

### **Guidelines for compensating Certified Staff – Opening New Schools/Renovating of Existing Schools**

- a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- b. Expected outcome: The WCS Board and Administration will ensure that qualified persons are employed to promote the Vision and Mission of the school. WCS 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 WCS Board of Directors. All school employees will be school or the employee to terminate the employment at any time. WCS will determine its workday schedules, staffing needs and recruitment and hiring procedures. WCS will develop its salary schedules and benefit package, subject to the statutory requirement that employees of a charter school be members of PERA. WCS 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: Westgate Community 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 five academic operating years, through June 30, 2028. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- d. Financial impact: This will allow the WCS Board of Directors to obtain the best value on goods and services.

**22. Policy 4170**

**Tax Sheltered Retirement Plans and Other Deferred Compensation Arrangements**

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to select and allow its own tax sheltered retirement and deferred compensation agreements to its employees.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: Minimal

**23. Policy 4180**

**Employee Cell Phone and Other Personal Electronic Communication Device**

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to adopt its own policies around cell phone use and employee reimbursement.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: Minimal

**24. Policy 5010**

**Student Due Process**

Substitute Policy: Student Due Process must follow the WCS Communications s outlined in the Student-Community Handbook which ultimately leads to the WCS Board of Directors if not resolved.

- a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- b. Expected outcome: Student Due Process must follow the WCS Communications Pathway then to the Board of Directors if not resolved.
- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: None

**25. Policy 5060**

**Dress Code**

Substitute Policy: Westgate students will adhere to Policy 5060 except for:

- 3.3 Pajamas and house slippers;

- 3.4 Hoods of sweatshirts or hoodies; and
- 3.5 Sunglasses worn indoors (unless previously approved by the classroom teacher or building administrator)
  - a. Reasoning: Aspects of this policy would inhibit WCS to operate autonomously and in alignment with our Mission and Vision as a charter school.
  - b. Expected outcome: The WCS Board of Directors would have the final say for any appeals related to District Policy 5060. WCS will have autonomy for dress code that fits the Mission and Vision of the school. This policy is communicated through the Student-Family Handbook.
  - c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
  - d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
  - e. Financial impact: None

## 26. Policy 5640

### Fundraising

- a. Substitute Policy: Fundraising projects approved by the WCS Board/Administrator are authorized subject to compliance with this policy. Bingos, raffles, and gambling activities shall not be permitted unless the sponsor of the fundraiser has procured the appropriate license from the State of Colorado or except as permitted by law. Fundraising projects shall not interfere with instructional programs, compromise the health and/or safety of students, or fundraising efforts of the school and/or parent groups shall not unreasonably burden students, staff, parents and/or community members. The Administration shall approve parameters for authorized fundraising activities conducted by all groups which are not Independent Parent Groups as defined by Superintendent Policy 1400. Such parameters shall be included in a plan for fundraising activities, which is available to all interested parties. Prior to initiation, the group shall consult with the Administration to ensure that fundraising activities are consistent with established parameters. All purchases with such funds shall comply with the WCS procurement policies. All such purchases become the property of WCS.
- b. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- c. Expected outcome:
- d. Duration: Westgate Community 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 five academic operating years, through June 30,

2028.

- e. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- f. Financial impact: None

**27. Policy 5650, 5670**

**Distribution of Printed Materials on School Premises**

**Distribution of Non-District Related Materials**

- a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- b. Expected outcome: WCS will implement its own materials distribution policies based on Policies 5650 and 5670. The WCS Board will have the final say on all appeals in regard to these policies.
- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: None

**28. Policy 6100**

**Perpetual School Calendar**

- a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- b. Expected outcome: The WCS Board of Directors and Administration creates and approves the WCS school calendar, which includes guidelines for staff in-service days and student contact hours.
- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: Minimal. This will allow WCS to use its financial resources in a way that aligns with the vision and mission.

**29. Policy 6200**

**Course/Program Development**

- a. Reasoning: WCS 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 WCS 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: WCS expects to continue to meet or exceed the District's performance standards. WCS will continue to develop courses and programs to achieve its vision and mission.
- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: Minimal. WCS will continually assess the cost-benefit analysis of all of its programming.

### **30. Policy 6205**

#### **Library Resources Selection and Reconsideration**

- a. Reasoning: WCS will be responsible for its own Library Resources/program development and Reconsideration consistent with its Vision and Mission. Continuous development, evaluation, and adaptation of Library Resources are necessary if WCS is to meet the educational needs of students. All Library Resources will meet or exceed the state content standards in each subject and be consistent with state law. Reconsideration of Library Resources shall follow the WCS Communications Pathway.
- b. Expected outcome: WCS expects to continue to meet or exceed the District's performance standards. WCS will continue to develop courses and programs to achieve its vision and mission.
- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: Minimal. WCS will continually assess the cost-benefit analysis of all of its programming.

### **31. Policy 6230**

#### **Instructional Materials**

Substitute Policy: The Westgate Community School (WCS) Administration's role is to continuously improve the educational program, in line with WCS's overall mission and vision, via research, curriculum development, and review of recommendations for new

curriculum or changes in curriculum and/or primary learning materials brought to the administration by teachers and or SAC Committee.

- a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- b. Expected outcome: WCS has a Curriculum Subcommittee that is responsible for identifying instructional materials. The Subcommittee makes recommendations to the Board of Directors for text and course adoption.
- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: Minimal. WCS will continually assess the cost-benefit analysis of all of its instructional materials.

### **32. Policy 6250**

#### **Athletics**

Substituted policy: If WCS does not offer a particular sport, students may take part in that activity at another District school as outlined below.

Students who reside within the District and who are enrolled at WCS shall participate in the school which would serve as the student's school of attendance pursuant to Superintendent Policy 5117.1 unless the school does not offer the activity or the District Athletic Director determines that the program or activity at such school is at capacity. In such case, the student shall be assigned to the District school, not at capacity, which is nearest to the student's residence and which offers the activity. If the WCS student resides outside the District, the student shall participate in the activity at the District school closest to the student's residence unless the school does not offer the activity or the District Athletic Director determines that the program or activity at such school is at capacity. In such case, the student shall be assigned to the District school, not at capacity, which is nearest to the student's residence and which offers the activity.

- a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- b. Expected outcome: WCS manages its own athletic program.
- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: Minimal. This will allow WCS to use its financial resources in a way that aligns with the vision and mission.

### **33. Policy 6270**

#### **Field Trips and Activity Travel**

- a. **Substitute Policy:** Westgate shall have the authority to adopt its own policies around field trips and activity travel. When possible, Westgate will utilize Adams 12 Transportation for field trips. If Adams 12 Transportation is not available, Westgate will utilize another school or district or private vehicles to provide transportation. Westgate shall have the authority to select its own travel partners for any student travel.
- b. **Reasoning:** This policy would inhibit Westgate to operate autonomously as a charter school.
- c. **Expected Outcome:** Westgate shall have the authority to adopt its own policies around field trips and activity travel. When possible, Westgate will utilize Adams 12 Transportation for field trips. If Adams 12 Transportation is not available, Westgate will utilize another school or district or private vehicles to provide transportation. Westgate shall have the authority to select its own travel partners for any student travel.
- d. **Duration:** Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- e. **School Improvement:** This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- f. **Financial Impact:** Minimal

### **34. Policy 6285**

#### **Post-Secondary Planning and Enrollment Options**

- a. **Substitute Policy:** The WCS Counseling Department will develop a post-secondary planning and enrollment options policy. Per our charter, WCS partners with FRCC CollegeNow (Westminster Campus) to offer concurrent enrollment to our high school students. WCS does not offer AP, IB or CTE courses.
- b. **Reasoning:** This policy would inhibit WCS to operate autonomously as a charter school.
- c. **Expected outcome:** The WCS Counseling Department will develop a post-secondary planning and enrollment options policy. Per our charter, WCS partners with FRCC CollegeNow (Westminster Campus) to offer concurrent enrollment to our high school students. WCS does not offer AP, IB or CTE courses.
- d. **Duration:** Westgate Community 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 five academic operating years, through June 30, 2028.
- e. **School improvement:** This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- f. **Financial impact:** This will allow the WCS to use its financial resources in other areas to promote its Vision and Mission.

### **35. Policy 6291**

#### **Dual Enrollment**

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- a. Substitute Policy: WCS does not allow dual enrollment.
- b. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- c. Expected outcome: WCS students do not participate in dual enrollment.
- d. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- e. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- f. Financial impact: This will allow the WCS to use its financial resources in other areas to promote its Vision and Mission.

**36. Policy 6310**

**Reporting Student Progress**

- a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school. WCS will be responsible for its own grading system based on the application and its own reporting process.
- b. Expected outcome: WCS will develop a grading system consistent with its application and provide appropriate and timely feedback to its students and parents. With this feedback, WCS expects parental involvement to be high.
- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: Minimal

**37. Policy 6320**

**Retention**

Substitute Policy: **Westgate Community School Retention Policy**

**Grades K - 5**

Retentions at Westgate Community School shall be based on the professional judgment of a review committee whose composition will be the child's classroom teacher(s), the school principal and/or assistant principal, and any other personnel the school principal deems appropriate. The parents shall be requested to participate in the review process.

The review committee shall consider the following criteria:

**Retention Scale** – WCS will use Light's Retention Scale, Fifth Edition

**Academic Achievement** – the following are examples of areas that may be considered: the child has a grade point average of D or lower; is functioning below grade level in most academic areas; falls below the 33rd percentile on a District-approved standardized achievement test; has not passed 80% of the grade level objectives.

**Age** - The child is younger than the majority of his/her classmates.

**Attendance** - The child has a history of non-attendance and/or extreme tardiness.

**Attitude Toward Retention** - The child's and parents' attitudes toward retention have been considered.

**Behavior** - The child's behavior is considered as symptomatic of an inability to function at grade level.

**Emotional Stability** - The child exhibits no serious emotional condition.

**Intelligence** - The child is functioning within the normal range of intelligence.

**Maturity** - The child is generally immature in his/her social relationships.

**Physical Development** - The child's physical development suggests immaturity when compared to his/her peer group.

**English Language Proficiency** – English language learners shall not be retained based solely on their limited English proficiency.

It is recognized that few children meet all of the above criteria; however, the greater the number of criteria present, the more advisable the retention.

### **Procedures for Retention**

#### **If retention is requested by school**

- By end of first marking period, the parent/guardian and principal are to be notified of the child's deficiencies and/or concerns. Teacher will document this information.
- By second parent/teacher conferences (early February) parent/guardian and principal will be notified of continued deficiencies. School Review team will begin data gathering. With assigned point person now documenting concerns.
- By April, Review Team will conference with parents to discuss retention data and make an education recommendation for the student's progress at WCS. A plan will be documented, signatures will be obtained, and parents will note whether or not they

agree or disagree to educational plan. Documentation will be placed in cumulative file.

- If parents disagree with decision an appeal conference will be scheduled upon the written request of the parents. This appeal conference will be held in front of the WCS board.

**If retention is requested by parent for student already attending WCS**

- Parent will provide classroom teacher a written request of retention stating reasons why retention is requested.
- School Review team will begin data gathering. With assigned point person documenting concerns.
- Review Team will conference with parents to discuss retention data and make an education recommendation for the student's progress at WCS. A plan will be documented, signatures will be obtained and parents will note whether or not they agree or disagree to educational plan. Documentation will be placed in cumulative file.
- If parents disagree with decision an appeal conference will be scheduled upon the written request of the parents. This appeal conference will be held in front of the WCS board.

**If retention is requested by parent for student NOT attending WCS**

- Parent will provide Westgate Community School written request of retention stating reasons why retention is requested, including documentation from prior school, by January 31<sup>st</sup> of the lottery year.
- Review Team will conference with parents to discuss retention data and make an education recommendation for enrollment in WCS. A plan will be documented, signatures will be obtained, and parents will note whether or not they agree or disagree to educational plan. Documentation will be placed in cumulative file.
- If parents disagree with decision an appeal conference will be scheduled upon the written request of the parents. This appeal conference will be held in front of the WCS board.
  - a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
  - b. Expected outcome: The WCS Board of Directors has approved a WCS Retention policy based on the Adams 12 6320 policy. The only modification was for the appeals process to go directly to the WCS Board of Directors.
  - c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.

- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: This will allow the WCS Board of Directors to obtain the best value on goods and services.

**38. Policy 6340**

**Graduation Requirements**

**Substitute Policy:**

Graduation requirements have been established by Westgate Community School and the Board of Education to ensure a well-balanced program to meet the challenges of our society. Westgate Community School offers a full course work for ninth and tenth grades. For eleventh and twelfth grade, students are expected to complete the remaining courses at Front Range Community College.

**Westgate Community Graduation Requirements:**

English.....	4
Social Sciences.....	1.5
U.S. Government.....	0.5
U.S. History.....	1
Math.....	3
Science.....	3
Fine/Practical Arts.....	2
Elective.....	8
Total Required Credits.....	23

\*\*\*In addition to the 23 credits listed above, students must demonstrate College and Career Readiness in both English and mathematics by achieving a minimum score in at least ONE of the competency demonstrations.

Weighted credit will be given to Concurrent Enrollment courses in the following manner: A= 5.0, B= 4.0, C=3.0, D= 2.0. 5 credit classes are worth 1.25 High School credit, 4 credit classes are given 1.00 high school credit, 3 credit classes are given 0.75 high school credit, 2 credit classes are given 0.50 high school credit and 1 credit classes are given 0,25 high school credit. Passing credit is given to grades of A, B, and C.

- a. Reasoning: As a charter school, WCS has developed and will continue to develop and adopt its curriculum and graduation requirements in alignment with our Mission and Vision. As part of its programming, WCS has developed graduation requirements that are different from the District. For instance, high school graduates will not be required to participate in physical education, but will be required to participate in a senior internship and will be required to participate in community service projects.
- b. Expected outcome: WCS will prepare its students to become whole human leaders as part of its Vision. WCS will have high expectations and graduation requirements for its students with the goal of having each of its students accepted by the two-, four-year college of their choice or Technical school, enter

the military, or enter into a career upon graduation.

- c. Duration: Westgate Community 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 five academic operating years, through June 30, 2028.
- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: There will be no additional financial impact due to this waiver.

**39. Policies 7200-Land Use and Development, 7210-Location of Schools in Industrial and Business Park Zoning Districts, 7220-Preliminary Drawings and Specifications, 7300-Facilities, 7400-Use of Classroom Space, and 7500-Naming of Facilities**

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate will be responsible for the planning, design, construction, maintenance, supervision and naming of its own facilities.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: Westgate budgets for facilities needs annually.

**40. Policy 8800**

**Volunteer Authorization**

- a. Reasoning: This policy would inhibit Westgate to operate autonomously as a charter school.
- b. Expected Outcome: Westgate shall have the authority to conduct its own background screening process and volunteer procedures. All volunteers are required to complete a background check and all volunteers and visitors must be run through the Raptor Screening system.
- c. Duration: Westgate requests the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years through June 30, 2028
- d. School Improvement: This will allow Westgate to operate autonomously, allowing Westgate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial Impact: Minimal.

**41. Policy 8900**

**Individual Rights & Responsibilities**

- a. Reasoning: This policy would inhibit WCS to operate autonomously as a charter school.
- b. Expected outcome: That WCS will be responsible for publishing policies for students, parents and guardians in the Community Handbook. Instead of the Superintendent will be responsible, the Board, Executive Director and Administrators will be responsible for ensuring that the Rights & Responsibilities are upheld at Westgate Community School.
- c. Duration: Westgate Community 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 five academic operating years, through June 30,

K-12 GIFTED EDUCATION FOR THE WHOLE CHILD

2028.

- d. School improvement: This will permit WCS to operate autonomously, allowing WCS to implement its unique educational plan and promotes its Mission and Vision.
- e. Financial impact: Minimal.

## **Attachment 9: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures.**

### **2023- 2028 K-8 Lottery**

Westgate will conduct a lottery for applicants at each grade level with available seats. Lottery results will be emailed to families. Your student will be offered a seat or placed in the appropriate grade level wait pool. All completed applications received after the lottery deadline will be added to the grade appropriate wait pool. **\*Please Note: Current Adams 12 residents have priority in the K-8 lottery.\***

#### **Preference for K-8**

- Children of staff
- Siblings of current students
- Adams 12 resident
- Adams 12 non-resident

### **2023-2028 High School Lottery**

Westgate will conduct a lottery for applicants at each grade level with available seats. Lottery results will be emailed to families. Your student will be offered a seat or placed in the appropriate grade level wait pool. All completed applications received after the lottery deadline will be added to the grade appropriate wait pool.

#### **Preference 9-12**

High School - Changes to lottery preferences were made due to changes in FRCC enrollment of all underage CollegeNow students (concurrent enrollment). Beginning in the 2018-19 school year, FRCC would not allow students to be enrolled through concurrent enrollment unless they have Accuplacer scores that place them in college level English, math or both.

**Westgate will enroll students up to our capacity each year. No student will be denied enrollment based on Accuplacer scores. Due to FRCC enrollment rules for underage students, preference given to students in the following manner began with 2019-2020 school year:**

- Current Westgate students with Accuplacer scores that place them in college level English, Math or both.
- Adams 12 students with Accuplacer scores that place them in college level English, Math or both.
- Out of district students with Accuplacer scores that place them in college level English, Math or both.
- Current Westgate students without Accuplacer scores that place them in college level English, Math or both.
- Adams 12 students without Accuplacer scores that place them in college level English, Math or both.
- Out of district students without Accuplacer scores that place them in college level English, Math or both.

Once all open seats have been given through the lottery, all other applicants will be placed in the wait pool.

Note: Students who do not have the appropriate Accuplacer scores to qualify for concurrent enrollment at FRCC but accept seats at Westgate through the lottery will be enrolled in high school level courses at Westgate. Once the student has qualifying Accuplacer scores, s/he/they will be enrolled in one course the following semester (Fall or Spring). Once the student shows success in one course, additional courses will be added in following semesters.

### **Kindergarten-12th Grade Wait Pool**

If a student is NOT drawn in the initial lottery, he/she will be placed in a grade level wait pool and be notified by email if/when seats become available. Available seats will continue to be offered up until our October Count date. All completed applications received after the Lottery deadline will be added to the grade appropriate wait pool. **\*Please Note: Remaining wait pool applications do not carry over to the following school year, you will need to re-apply.**

### **Westgate's High School Programming**

In November 2011, Adams 12 approved an extension of our services for a small, innovative high school program. The program is geared toward gifted and creative students seeking a non-traditional high school model that includes a flipped classroom model, a blended learning environment, and concurrent enrollment with Front Range Community College (FRCC). **Students must be able to take and successfully complete college courses to graduate from our high school program.**

- Freshmen (9th Graders) are expected to take one class at FRCC each semester.
- Sophomores (10th Graders) are expected take one to two courses at FRCC each semester.
- Juniors (11th Graders) are expected to take up to three courses at FRCC each semester.
- Seniors (12th Graders) are expected to take up to four classes at FRCC each semester.

Student FRCC course selections **must** be guaranteed transferable credits, in alignment with high school graduation and an Associate's track. Students enrolled in Westgate's High School programming **must** take college courses to graduate.



## Charter School Agreed Upon Fees Service Selections - 2023-2024 School Year

SCHOOL: Westgate

DATE: May 2023

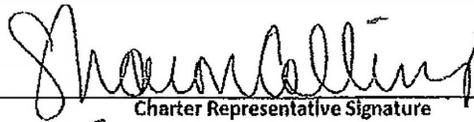
REQUIRED PURCHASED SERVICES					
Reference	Service Description	Charges FY22-23	Estimated Charge FY23-24*		
1	Central Administrative Overhead	\$84.00	\$89.00		
2a	Charter Liaison Services (Base Cost per school)	\$17,500	\$17,500		
2b	Charter Liaison Services (per pupil)	\$53.50	\$57.11		
3	Instructional Support Services (per pupil)	\$43.11	\$44.47		
4	Operational Support Services (per pupil)	\$106.43	\$112.59		
4Aa	Licensing: Student Information System (per pupil)	\$8.00	\$8.00		
4Ab	Frontline Enrich (per school)	\$392.00	\$1,777.00		
4Ac	Google Suite	No Charge	No Charge		
OPTIONAL PURCHASED SERVICES					
	Service Description	Charges FY22-23	Estimated Charge FY23-24*	Yes	No
Other District Services					
5	Panorama Surveys -Family & Staff and/or Student (each is per family, per staff, per pupil)	\$1.00 ea.	\$1.33 ea.		X
6	Schoology-Curriculum (per staff FTE)	\$6.00	\$6.00	X	
7	School Messenger (per student)	\$1.25	\$1.30	X	
8	PayForIt Annual Contract	.30-.50% of annual transactions		X	
Teacher Induction					
9A	Teacher Induction	\$400-\$1,300 per Inductee		X	
9B	Principal Induction	\$700.00			X

Charter School Agreed Upon Fees Service Selections - 2023-2024 School Year

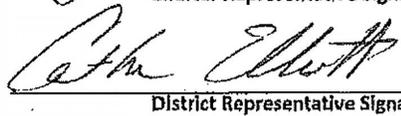
NEED BASED SERVICES - DEPENDENT UPON REQUEST & AVAILABILITY					
	Service Description	Charges FY22-23	Estimated Charge FY23-24*	Yes	No
<b>Assessments</b>					
10A	NWEA MAP Testing (per student)	\$8.50	\$9.25	X	
10B	TS Gold Kindergarten Readiness Testing (per student)	\$10.45	TBD	X	
10C	Amplify/Dibels 8-PALS Assessment (per student)	\$6.80	\$12.95	X	
<b>IT Specialized Service</b>					
11	Consolidated Billing (one-time set up)	\$750	\$750	already have	
11	Consolidated Bill Mailing	Actual cost associated with printing and mailing		X	

\* Changes from year to year are due to annual increases in salary and benefits and expansions of programing 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.

  
Charter Representative Signature

5-2-23  
Date

  
District Representative Signature

5-3-2023  
Date