




March 10, 2020 – June 30, 2026

THE STEAD SCHOOL

Amended and Restated
Charter School Contract

Table of Contents	
1.1	 1
RECITALS	1
SECTION ONE: ESTABLISHMENT OF SCHOOL	1
1.2 1.1 Term; Conditions Precedent.	1
1.3 1.2 Charter School Corporate and Legal Status.	2
SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP	4
1.4 2.1 District Rights and Responsibilities.	4
1.5 2.2 School Rights and Responsibilities.	6
SECTION THREE: SCHOOL GOVERNANCE	13
1.6 3.1 Governance.	13
1.7 3.2 Corporate Purpose.	14
1.8 3.3 Intentionally Deleted	14
1.9 3.4 Transparency.	14
1.10 3.5	Co
complaints.	14
1.11 3.6	Contracting for Core Educational
Services	15
1.12 3.7	Contracting for Operational and Administrative
Services	15
1.13 3.8	Volunteer
Requirements.	15
1.14 3.9	Conflict of
Interest.	16
SECTION FOUR: OPERATION OF SCHOOL AND WAIVERS	16
1.15 4.1	Operational
Powers.	16
1.16 4.2	Evaluations and
Trainings.	16
1.17 4.3	Transportation and Food
Services	16
1.18 4.4	In
surance.	17

1.19	4.5.....	18
	Waivers.....	
1.20	4.6..... Bidding Requirements.....	20
SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS.....		20
1.21	5.1..... School Grade Levels.....	20
1.22	5.2..... Student Demographics.....	20
1.23	5.3..... Maximum and Minimum Enrollment.....	21
1.24	5.5..... Enrollment Preferences, Selection Method, Timeline and Procedures.....	21
1.25	5.6..... Admission Process and Procedures for Enrollment of Students with Disabilities.....	22
1.26	5.7..... Participation in Other District Programs.....	23
1.27	5.8..... Non-Resident Admissions.....	23
1.28	5.9..... Student Movement After October 1.....	23
1.29	5.10..... Expulsion and Denial of Admission.....	24
1.30	5.11..... Continuing Enrollment.....	24
SECTION SIX: EDUCATIONAL PROGRAM		24
1.31	6.1 Vision.....	24
1.32	6.2..... Mission.....	24
1.33	6.3..... Goals, Objectives, and Pupil Performance Standards.....	25
1.34	6.4..... Educational Program Characteristics.....	26
1.35	6.5..... GED and On-Line Programs.....	26
1.36	6.6..... Curriculum, Instructional Program and Pupil Performance Standards.....	26

1.37	The School has adopted and will follow the graduation requirements outlined in the Application. These requirements meet District standards and Colorado’s Higher Education Admissions Recommendations (HEAR). The District hereby approves these graduation requirements.	27
1.38	6.8..... Tuition and Fees.	27
1.39	6.9..... English Language Learners.....	27
1.40	6.10..... Education of Students with Disabilities.	28
1.41	6.11..... Extracurricular and Interscholastic Activities.	29
1.42	6.12..... Collaboration with District.	30
1.43	SECTION SEVEN: FINANCIAL MATTERS.	31
1.44	7.1..... R evenues.	31
1.45	7.2..... Disbursement of Per Pupil Revenue.....	36
1.46	7.3 Budget.	37
1.47	7.4..... Enrollment Projections.....	37
1.48	7.5..... TABOR Reserve.....	37
1.49	7.6..... Con tracting.	38
1.50	7.7..... Annual Audit and Trial Balance.	38
1.51	7.8..... Quarterly Reporting.....	38
1.52	7.9..... No Commingling.	38
1.53	7.10 Loans.	39
1.54	7.11..... Distri ct Loans.	39
	SECTION EIGHT: PERSONNEL	39

1.55	8.1.....	Employee Status.....	39
1.56	8.2.....	Affordable Care Act.....	39
1.57	8.3.....	PERA Membership.....	40
1.58	8.4.....	Equal Opportunity Employer.....	40
1.59	8.5.....	Employee Welfare and Safety.....	40
1.60	8.6.....	Employee Records.....	40
1.61	8.7.....	Employee Conduct.....	40
SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT			40
1.62	9.1.....	Purchase of District Services.....	40
9.2	Direct Costs.....		42
<p>The Parties agree to defer payment by the School to the District of direct costs until, the 2024-2025 school year when the School will be fully enrolled. The School agrees to repay such direct costs owed to the District for the 2021-2022, 2022-2023, and 2023-2024 fiscal years over time, but in no event longer than five years, or by the 2029-2030 school year. The School and the District agree to negotiate payment to the District of the School’s share of the direct costs incurred by the District for charter schools pursuant to C.R.S. §22-30.5-112(2)(b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply. Unless set forth in this Contract or a separate written agreement, such costs should be reflected in Attachment 12. 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 money as reimbursement for direct costs for the next fiscal year. 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 9.1.C. above.</p>			
SECTION TEN: FACILITIES			42
1.63	10.1.....	School Facility.....	42
1.64	10.2.....	Use of District Facilities.....	43
1.65	10.4.....	Facility Location.....	43
SECTION ELEVEN: CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE.....			43
1.66	11.1.....	Renewal Timeline and Process.....	43

1.67	11.2	Renewal Application Contents.	44
1.68	11.3	Criteria for Renewal or Non-Renewal and Revocation.....	44
1.69	11.4	Termination and Appeal Procedures.	44
1.70	11.5	School-Initiated Closure.....	44
1.71	11.6	Dis solution.....	44
1.72	11.7	Return of Property.....	45
SECTION TWELVE: GENERAL PROVISIONS			45
1.73	12.1	Order of Precedence.....	45
1.74	12.2	Amen dments.	45
1.75	12.3	Merger.....	46
1.76	12.4	No Assignment.....	46
1.77	12.5	Governing Law and Enforceability.	46
1.78	12.6	No Third-Party Beneficiary.....	46
1.79	12.7	No Waiver.	46
1.80	12.8	Notice.	46
1.81	12.9	Sev erability.	47
1.82	12.10.....	Interp retation.....	47
1.83	12.11.....	Nonreligious, Nonsectarian Status.	48
ATTACHMENT 5: EDUCATION MANAGEMENT PROVIDER (EMP) AGREEMENT REQUIREMENTS ...			1
ATTACHMENT 8: WAIVERS OF DISTRICT POLICIES.....			1
ATTACHMENT 9A: CURRENT DEMOGRAPHICS FOR DISADVANTAGED STUDENTS			1
ATTACHMENT 10 - ENROLLMENT PREFERENCES, SELECTION METHOD,			1

AND ENROLLMENT TIMELINE AND PROCEDURES	1
--	---

**AMENDED AND RESTATED
CHARTER SCHOOL CONTRACT
The STEAD School**

This Amended and Restated Charter School Contract (“Contract or “Charter Contract”) is made and entered into this ____ day of August, 2020, by and between **School District 27J** (the “District”) and **The STEAD School**, a public charter school organized as a Colorado non-profit corporation (the “School”). District and School may individually be referred to as a “party” or collectively, as the “Parties”).

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. § 22-30.5-101 *et seq.*, as amended from time to time (the “Act”), allowing for the creation and operation of charter schools within the state of Colorado (the “State”) by its terms and for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) & (3); and

WHEREAS, on August 7, 2019, an application was submitted for the approval of the School as a charter school to operate within the District (the “Application”); and

WHEREAS, on October 22, 2019, the District Board of Education (“District Board”) adopted a resolution (Resolution Number Six 2019-2020, Resolution to Approve The STEAD School Charter Application) approving the School’s Application and granting the School a charter for an initial term of four (4) years (the “Resolution”), which is attached hereto and incorporated by reference herein as **Attachment 1**; and

WHEREAS, in accordance with the Resolution and applicable State law, the District and the School entered into a mutually acceptable Charter Contract, dated as of March 10, 2020 (the “Original Contract”).

WHEREAS, the School has requested some modifications to the Original Contract, in order to facilitate construction and financing of its Facility, and the District has agreed to such modifications of the Original Contract, all of which are incorporated into this Contract.

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

SECTION ONE: ESTABLISHMENT OF SCHOOL

1.1 Term; Conditions Precedent.

- A. This Contract is effective as of March 10, 2020 (the “Effective Date”) and shall continue through June 30, 2026; however, funding shall not commence until July 1, 2021, and the School shall have a planning period, sometimes referred to as a “Zero Year”, from the

Effective Date through June 30, 2021. Although this Contract is for operation of the School for a period of (5) years from the date of commencement of funding, 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. 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.

- B. The Parties further agree that any financial obligations on the part of the School contained in this Contract is subject to annual appropriation by the School and the Parties agree that the School has no financial obligations under this Contract other than for the current fiscal year of the Contract term; and that the School has not irrevocably pledged and held for payment sufficient cash reserves for paying its obligations under this Contract for any subsequent fiscal year during the remaining term of the Contract.

The Charter Contract may be renewed for an additional period upon application for renewal in accordance with the Act and District Board approval of the renewal application.

- C. The Parties further acknowledge and agree that this Contract, and the District's obligations hereunder, are conditioned on the School's satisfaction of the conditions of approval set forth in the Resolution, including the condition that the School open by September 2021. If the School materially fails to satisfy one or more of the conditions of approval, such failure shall be considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for District intervention pursuant to Section 2.2.I. or termination under Section 11.3 of this Contract. However, the District may in its good faith determination waive or modify the restrictions contained in the Resolution or herein or may grant the School additional time to comply with the same, or an additional planning year upon good cause shown.

1.2 Charter School Corporate and Legal Status.

The School has been incorporated as a Colorado non-profit corporation on March 25, 2019. The School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation ("Articles") and adopted Bylaws, as amended from time to time.

- A. Compliance with Contract. The School will be bound by and operated in a manner consistent with the terms of this Contract so long as such terms are in accordance with State, federal and local law.

- B. Corporate Purpose. The purpose of the School as set forth in its Articles will be limited to the operation of a charter school pursuant to the Act, and purposes ancillary thereto and in support thereof.
- C. Charter School Legal Status. The School is incorporated as a Colorado non-profit corporation. The School shall continue to operate as a Colorado non-profit corporation and shall ensure that its operation is in accordance with its Articles and Bylaws. The School shall notify the District promptly upon learning of any change in its corporate status. The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the 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 applicable State laws and District policies (also known as Superintendent policies) that apply to all public schools unless waived in accordance with Section 4.5 of this Contract and applicable State law. 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 ("CGIA"). The School also is a local public body within the meaning of C.R.S. § 24-6-402(1)(a) and is additionally subject to the Colorado Open Meetings Law, C.R.S. § 24-6-401 *et seq.* and the Colorado Open Records Act, C.R.S. §24-72-201 *et seq.*
- D. Governance. The School represents that it is and shall maintain its status as a nonprofit corporation that holds the charter. The Articles and Bylaws of the School will provide for governance of the operation of the School in a manner consistent with this Contract, and applicable State and federal law. The Bylaws also shall require that the School's officers shall be Charter Board members. The Articles of Incorporation and Bylaws are attached to this Contract as **Attachment 2**. Any material modification (as defined in Section 3.1 below) of the Articles or the Bylaws must be submitted to the District staff within ten (10) business days of its ratification or adoption by the Charter Board.
- E. Dissolution. Upon dissolution of the School, the assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the District or another charter school within the District, as determined by the District and the School in advance of dissolution. The School will execute all necessary documents required to convey such items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be specified by such donor or grantor in writing, shall be clearly marked as such in the records of the School and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.
- F. 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 including any education management provider whose services are retained by the School as well as other charter schools who retain the services of the same provider. As used herein, an “education management provider” or “EMP” shall mean, any entity that the School contracts with for the operation of a material and substantial portion of the School’s program or operations. A third-party provider of accounting, payroll or similar services, or a consultant that provides advice, but does not control either educational, employment, or operational decision-making is not an EMP, as defined herein.

SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP

2.1 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 all applicable federal and State laws and regulations, and District policies and regulations, unless specifically waived. All records established and maintained in accordance with the provisions of this Contract, policies and regulations, and federal and State law and regulations shall, subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (“FERPA”). “Educational Records” as defined under FERPA, and its regulations include, but are not limited to, the following:
- i. School records, including but not limited to, student cumulative files, discipline records, 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 operations, including health, safety and occupancy requirements;
 - vi. Inspection of the School facility or facilities; and
 - vii. Board minutes, meeting notices, agendas, other records, and communications, to the extent they pertain to a particular student.

Notwithstanding anything to the contrary herein, the District shall not have access to (1) documents constituting communications with the School’s attorney and which are protected by attorney client privilege, or attorney work product doctrine; or (2) documents that would otherwise be executive session minutes, or attorney client

consultation in executive session or subject to work product exception relating to negotiations with the District.

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 the District, 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, whether verbal or written. The notification shall be made within five (5) business days of receipt of the complaint by the District and shall include information about the substance of the complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity.
- C. School Health or Safety Issues. 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.
- D. Access to Data and Information. The District shall timely provide the School with access to any data and information pertaining to the School that it receives from any department or agency of the State or other sources including but not limited to test scores, Every Student Succeeds Act (ESSA) school improvement status, School Performance Framework ("SPF"), accreditation, special education, and funding information.
- E. Accreditation Data and Process; Annual Evaluation. The District shall provide to the School in a timely manner the data used by the Colorado Department of Education ("CDE") to conduct its analysis of the School's performance and CDE's initial recommendation considering the type of performance plan the School should be required to implement in a timely manner sufficient to allow the School to review and appeal the same in accordance with applicable law, but no later than 10 days following receipt. 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 present any appeal it reasonably determines to be valid to CDE in accordance with CCR 301-1-10.03. The District shall provide to the School in a timely manner, but no later than five business days following receipt, the final plan assignment determination that the School shall implement, 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 6.3 of this Contract.

In accordance with Section 110(1)(b) of the Act, the District shall annually provide the School with a review of its performance (the "Annual Performance Report"), which shall include at a minimum the School's progress in meeting the objectives identified in the

plan the School is required to be implementing for the current year pursuant to C.R.S. §22-11-210 and the results of the School's most recent annual financial audit. The District shall provide the School with written feedback from the annual review. Such annual reports and feedback shall be used in evaluating a renewal application.

- F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School, and additionally, upon request of the District, cumulative files of a student or students, to the extent necessary in order to comply with reporting requirements imposed by applicable State or federal law. 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 including newly enrolled students from other District schools. 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. The School shall meet all applicable State, federal and District reporting requirements.

2.2 School Rights and Responsibilities.

- A. Records. The School agrees to comply with all federal, State, and District record keeping and reporting requirements including those pertaining to students, governance, and finance. The School shall be notified in a timely manner, but in no event more than 15 business days following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The School's obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be reported online in accordance with the Financial Transparency Act and any other applicable federal and state laws addressing financial transparency and reconciled at least monthly, or such other frequency as required by applicable law. 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. The School shall comply with all District, state and federal reporting requirements.
- 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 including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3; or
 - b) Any complaints filed against the School with or by any governmental agency including, but not limited to OCR, CDE, CCRD, and EEOC.
- 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 applicable federal or State law;
 - b) Any circumstance requiring the unplanned 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 or facilities;
 - c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, or any misdemeanor criminal offenses involving children. Additionally, the School shall comply with the provisions of C.R.S. § 22-30.5-110.7, and regulations promulgated thereunder, and other applicable laws as required.
 - d) Misappropriation of funds;
 - e) A default on any obligation of the School, which shall include debts for which payments are past due by sixty (60) days or more; or
 - f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.
- 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 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. Satisfaction Surveys. The School shall conduct regular staff, parent, and student satisfaction surveys, at least annually, and shall share de-identified, aggregated results with the School community and the District Superintendent or designee.

E. Reports. The School shall provide to the District in a timely manner 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 annually. Timely written notification shall be provided by the District when due dates are changed or additional reports are to be provided by the School hereunder. The District shall annually update the list of required reports and due dates and provide this information to the School in writing prior to the start of the next fiscal year. Failure to provide any report containing material information within ten (10) calendar days after the date due is a material violation of this Contract, and the District may take actions outlined in Section 2.2.1.

- i. Reports Related to Accreditation. The School shall provide the District all required documents set forth on the Data Submission timeline that include but are not limited to: (1) a financial statement disclosing costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues; (2) a description of the assessments used to measure student progress; (3) a summary of student assessment results, including evidence the School met, exceeded, or made reasonable progress toward meeting its objectives; (4) a description of the staffing of the School, summarizing the qualifications of staff members in accordance with the Every Student Succeeds Act ("ESSA"), if required by CDE or the District; (5) a description of the District services provided to the School and their effectiveness and efficiency; and (6) CDE annual report requirements not otherwise listed above.
- ii. Financial Reports and Reporting of Enrollment Projections. School shall submit required financial reports and enrollment projections as indicated by the dates in the timeline below and as otherwise required by this Contract or applicable law. Required financial reports shall be submitted in a format requested by District and in accordance with C.R.S. §§ 22-44-301 *et. seq.*

a) Projected Enrollment:

- 1) Projected enrollment for the following school year on or before December 1 (for District planning purposes).
- 2) Projected enrollment for the following school year on or before March 15 per Section 7.4 (for funding purposes).

b) Budget:

- 1) Proposed balanced budget for the following school year on or before April 15 per Section 7.3.
- 2) Revised budget for the present school year on or before December 15.
- 3) Adopted School budget for the next school year on or before May 15.
- 4) Final Revised budget for the following school year on or before June 15.

- c) Quarterly and Year-End financial reporting: In accordance with Section 7.8, School shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(l)(b), and post required reports pursuant to C.R.S. §§ 22-44-301 *et seq.* Such reports shall be submitted to the District on or before the following dates:

- 1) 1st Quarter by October 31;
- 2) 2nd Quarter by January 31;
- 3) 3rd Quarter by April 30; and
- 4) 4th Quarter by August 30.

An unaudited year-end financial report shall be submitted by August 30. Any other year-end reports shall be submitted upon request.

- d) Reporting of Audit: Annual audit drafts are due by October 31 and final copies on or before November 30. Audit information includes an audit performed by a Certified Public Accountant, CDE data pipeline file, and CDE Assurances for Financial Accreditation, pursuant to Section 7.7 below.

- e) Certification of Non-Commingling: Consistent with Section 7.9 of this Charter Contract, at the time School submits its annual audit, School shall annually certify that assets, funds, liabilities and financial records of the School have been kept separate from assets, funds, liabilities and financial records of any other person, entity, or organization, including any EMP with which School has an agreement.

- iii. School Calendar. The School shall provide the school calendar for the following school year on or before March 1 of each year.

- iv. Health and Safety Information. The following information shall be reported, including:

- a) an updated monthly report of fire and safety drills for the current school year pursuant to the School's Emergency Drills Summary on or before the last day of each month;
- b) a report of previous year's fire and other safety drills shall be submitted by August 1;
- c) updated emergency plans, emergency contact information, etc. to be submitted by August 31, and within seven (7) business days of any revisions thereafter.

- v. Bond Documentation. The School shall provide pertinent closing documents, settlement statements, and/or sources and uses of funds no later than ten (10) days after request by District.

- vi. Safe School Plan. The School shall comply with the Colorado Safe Schools Act, including C.R.S. § 22-32-109.1 and shall comply with District policy addressing safe schools, including Policy ADD, unless otherwise waived, and complete the required information annually by August 31 of each school year. The School shall submit the information to the Superintendent or designee. The School will be responsible for communicating the information to local responders.
 - vii. Governance Information. The School shall provide the following information to the District's Superintendent or designee before the dates, identified below:
 - a) Charter Board membership (i.e., names/contact info, start and end of terms) - August 31;
 - b) Charter Board member conflict of interest disclosures – August 31
 - c) Current Bylaws – within ten (10) business days after any material changes, and
 - d) Current Articles of Incorporation – within ten (10) business days after any material changes.
 - viii. Insurance Certification. The School shall annually provide insurance certificates to the District's Superintendent or designee by August 15 for each year of this Contract's term, evidencing the insurance required by this Contract.
- F. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the CGIA, the District and School each agree to indemnify and hold the other 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 indemnitor 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 CGIA or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.
- G. Procedures for Articles and Bylaw Amendments. The School shall follow the requirements of the Colorado Revised Non-Profit Corporation Act, as amended from time to time, in amending its Articles and Bylaws and shall provide the District with notice of any such material modifications, as defined in Section 3.1 below. The Bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure, which shall be substantially as set forth in **Attachment 4**.

- H. District-School Dispute Resolution Procedures. In the event any dispute arises between the District and the School concerning the implementation of this Contract, and not subject to immediate appeal to the State Board of Education (the "State Board"), including but not limited to the implementation of or waiver from any District policies, regulations or procedures, such disputes shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided herein or in applicable law.
- i. The School and the District agree that the existence and details of a dispute notwithstanding, both Parties shall continue their performance under this Contract without delay 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 30 (thirty) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and Section of this Contract or other agreement that is in dispute and the grounds for the position that such article and Section is in dispute, and the specific corrective action such Party desires. The matter shall be immediately submitted to the President of the School and the District Board and Superintendent, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
 - iii. The Presidents of each party are required to place the item on the agenda at the earliest meetings for discussion by their respective boards. The Presidents are required to inform each other in writing of the resolution proposed by their respective boards. In the event the Party representatives are unable to resolve the dispute informally pursuant to this procedure within 45 days after the date of notification by one to the other of the existence of the dispute, then, subject to each party's right to appeal to the State Board if applicable, the matter may be submitted to an independent mediator, who shall be agreed upon by the Parties within fifteen (15) calendar days following the moving party's written request for mediation. If the parties are unable to agree upon a mediator within that time, the Parties shall jointly obtain a list of available mediators from the Judicial Arbiter Group, Denver, Colorado and have it delivered to the non-moving party, who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the non-moving party.
 - vi. The mediation shall be scheduled and concluded within one hundred ninety (90) days of the moving party's written request for mediation, with final written findings entered by the mediator and served on both Parties within said 90-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both Parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent

permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District Board, which shall in turn make a decision on the matter and release the mediator's written findings within thirty (30) days of its receipt of the advisory recommendation. The mediator shall have no authority to add to delete from or otherwise modify, any provision of this Contract or to issue a finding having such effect. The decision of the District Board shall be final; provided, however, that the School may appeal to the State Board concerning those matters within the State Board's jurisdiction in accordance with applicable law.

- vii. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. 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 mediators not jointly appointed, shall be paid by the party incurring such costs.
- I. 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 material (as opposed to merely technical) 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 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection J below.
 - i. Withholding Funds. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. The District may only withhold funds in situations as allowed by C.R.S. § 22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(8) and (9).
 - ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency 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 reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.

- iii. Seeking Technical Assistance. The District may require the School to seek technical assistance if the School is required to prepare and implement a priority improvement plan or turnaround plan. If the School has an EMP, the School shall seek technical assistance from a person or entity other than the School's current EMP, if any.
 - iv. Exercise of Emergency Powers. The District may request that the Commissioner of the Colorado Department of Education issue a temporary or preliminary order in accordance with C.R.S. §§ 22-30.5-701 *et seq.*, if the conditions of an emergency exist, as defined therein.
- J. 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 the following process:
- 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 School President or designee shall be given an opportunity to meet with the Superintendent or designee 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 2.2.I (i) through (iv).
- K. District Violations of School Law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.2.H, file an appeal with the State Board, or seek other remedies provided by law.
- L. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. § 22-30.5-701 *et seq.*, it shall follow the procedures set forth therein.

SECTION THREE: SCHOOL GOVERNANCE

3.1 Governance.

The School's Articles and Bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with the Application and this Contract. The Charter Board shall operate in accordance with these documents. Any material modification of the Articles or the Bylaws shall be made in accordance with the procedures described in Section 2.2.G of this Contract. As used herein, a "material

modification” shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents, that significantly increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Charter Board or changes the purpose of the entity.

3.2 Corporate Purpose.

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

3.3 Intentionally Deleted.

3.4 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes, the School’s Accountability Committee meeting agendas and minutes, and related documents readily available for public inspection including posting of such information on the School’s website. The School shall also post on its website in a timely manner information about Charter Board members, Charter Board meetings, financial information required by applicable State law, relevant School documents, the School’s process for resolving public complaints, and other information that may be of interest to students, parents, and community members. The School shall conduct meetings consistent with principles of transparency, the Colorado Open Meetings and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy including a policy to avoid conflicts of interest between the School and any EMP whose services are retained by the School.

3.5 Complaints.

- A. The School shall establish by policy a process for resolving public complaints, including but not limited to complaints regarding curriculum, which shall include an opportunity for complaints to be heard and an appeal process that provides for a final administrative appeal to be heard by the Charter Board. The School has submitted its proposed complaint policy as part of its Parent and Student Handbook entitled, Grievance Policy for Conflict Resolution, and the District approves such process for resolving public complaints. Any material changes to the complaint/grievance process shall be submitted to the District for approval prior to implementation.
- B. To the extent that the District receives a complaint regarding the School, District agrees to notify the School within ten (10) days of receipt by the District and shall include information about the substance of the complaint, taking into consideration any complainant’s request for anonymity. Thereafter, any such complaint shall be addressed consistent with Subsection 3.5.A. above. The District shall be notified of the resolution of the complaint within thirty (30) business days of resolution by notification to the District’s Superintendent or designee.

3.6 Contracting for Core Educational Services.

Unless approved by the District in writing, which approval shall not be unreasonably withheld, conditioned, or delayed, the School shall not 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 or provide specific services as a portion of the School's educational program or operations. This shall not prevent the School from engaging independent contractors to teach selected, specific courses, to the extent otherwise permitted by law. Additionally, subject to the limitations above, the School may negotiate and contract with a school district, the governing body of a state college or university, a school food authority, or any third party for the use, operation and maintenance of a school building and grounds or the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein. If the School desires to enter into a contract or subcontract for the management or administration of its instructional program or services, then at a minimum, such contract or subcontract shall satisfy the requirements set forth in **Attachment 5**. If the School fails to comply with this Section, it shall be a material breach of the Contract.

3.7 Contracting for Operational and Administrative Services.

- A. Pursuant to applicable law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools and to the extent not waived pursuant to Section 4.5, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest. The School will adopt policies and procedures relating to the procurement and contracting of goods and services. The District may offer guidance on such policies and review contracts on a case by case basis as requested by the School.
- B. Neither consultant currently advising the school is an EMP – and are not subject to the requirements of **Attachment 5**.

3.8 Volunteer Requirements.

Any requirement adopted by the School that requires parents to commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. A copy of the School's volunteer policy and any changes thereto shall be provided to the District.

3.9 Conflict of Interest.

Members of the Charter Board or any governing committee established for the School shall comply with state law and District policies and regulations regarding ethics and conflict of interest unless waived pursuant to Section 4.5 below.

SECTION FOUR: OPERATION OF SCHOOL AND WAIVERS

4.1 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 and as allowed by the Act): 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.

4.2 Evaluations and Trainings.

- A. Principal Evaluation. The Charter Board shall conduct a performance evaluation of the Principal of the School 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 4.5 of this Contract.
- B. Employee Evaluations. The Principal or designee shall conduct performance evaluations of the School's employees at least annually in accordance with C.R.S. §22-9-106, and the School's personnel policies unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 4.5 of this Contract.
- 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 modules recommended by 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.

4.3 Transportation and Food Services.

- A. Transportation. The District and the School acknowledge and agree that transportation is not provided to students attending the School by the District, unless separately arranged by contract with the District. The School shall be responsible for providing transportation services, if any, to students attending the School. 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. If a student's IEP team will be discussing or considering adding transportation to a student's IEP, the District's Director of Special Education or designee must be in attendance at the IEP meeting.

- B. Food Services. The School will provide food service to students that provides affordable and nutritious meals for all students, including the provision of free and reduced-price meals to eligible students under the National School Meals Program, in accordance with applicable federal and State law and District policy. Each year during the term of this Contract, by January 30, the School shall submit to the District its plan to provide food service during the next academic year. The District may elect to provide food services for purchase by the School as shown on **Attachment 11** attached from time to time. The School will notify the District by December 31, 2020 of Year Zero if they intend to contract with the District for food services in Year 1 of the term. Alternatively, the School may implement a program to provide free and reduced-price meals to qualifying students that attend the School through a qualified School Food Authority ("SFA"), or the School may qualify and serve as an SFA in accordance with applicable law.

4.4 Insurance.

The School shall purchase insurance protecting the School and Charter Board, employees, and volunteers (if allowable by policy), and District where appropriate, as an additional insured or to the extent of its interests, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance), and such other insurance as identified below which identifies the minimum coverages for the current school year:

Comprehensive general liability - \$2,000,000 Per Occurrence/\$5,000,000 Annual Aggregate.

Sexual Molestation - \$5,000,000.

Officers, directors and employees errors and omissions - \$1,000,000.

Property insurance - As required by landlord.

Motor vehicle liability (if appropriate) - \$1,000,000.

Crime coverage: \$100,000.

Bonding (if appropriate):

Minimum amounts: \$25,000.

Maximum amounts: \$100,000.

Workers' compensation - (as required by State law).

The School shall have on file at all times a copy of the purchased insurance policies that, at a minimum meet the above requirements, as well as evidence that payment of premiums for such policies have been timely made. The District shall provide at least sixty (60) days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District and underwritten

by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than “A-VII” unless otherwise approved by the District. Use by the School of the Rocky Mountain Risk Insurance Group will not require preapproval by the District. The School shall provide certificates of insurance to the Superintendent or designee by August 15 annually. All of the School’s insurance policies purchased by the School, if commercially reasonably available, shall state, or provide an endorsement to that effect, that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, sent to the School and the Superintendent or designee. If no such notice is available from the insurer, School shall provide notice to the District within three (3) business days following receipt of any notice described above is received by the School from its insurer. The School shall notify the Superintendent or designee within ten (10) calendar 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. Both Parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this contract.

4.5 Waivers.

A. State Laws and Regulations.

- i. Automatic Waivers. Pursuant to C.R.S. § 22-30.5-103, the State Board has by rule adopted a list of automatic waivers that are 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 from time to time, a list of automatic waivers for which the School is *not* required to submit a replacement plan, or statement, to CDE, to specify the manner in which the School intends to comply with the intent of the State statute or State Board rule. The list of automatic waivers in effect as of the Effective Date is attached in **Attachment 6**.
- ii. Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by 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 or rule applies to the School and the waiver is consistent with the School’s operational or educational needs.
- iii. Procedures for Non-automatic Waiver Requests. If School complies with the timely provision of the School’s rationale in support of waiver request from District policies, then District Board agrees to jointly request waiver of the State laws and regulations 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.

- iv. Subsequent Waiver Requests. The School may at any time during the term of this Contract, request additional non-automatic waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular business meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. State Board 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. Any such requests for waivers must include a replacement plan articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

B. District (Superintendent) Policies.

- i. Additional Waivers. The School shall be granted certain waivers from District policies (also known as Superintendent Policies) set forth in **Attachment 8**, or which may be attached within 60 days following the Effective Date of this Contract.
- ii. Subsequent Waiver Requests. The School may request additional waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular business meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by State law. Waiver of District policies shall not be unreasonably withheld. Any such requests for waivers must include a replacement plan articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.
- iii. Waiver Requests After Policy Adoption or Revision by District. To the extent that District adopts a new District policy and/or revises District policy, notice shall be provided to the Charter School within ten (10) business days after the policy takes effect. The School may request a waiver to such new policy or revised District policy within thirty (30) calendar days after the date notice was given to the School. The District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular business 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. Any such requests for waivers must include a replacement plan articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required and to the

extent School seeks and/or is waiving out of District policies, School shall submit replacement policies with its request for waivers.

4.6 Bidding Requirements.

Unless purchased from or through the District, contractual services and supplies, materials and equipment shall be procured through a system of competitive bidding, as required by a policy for the same established by the School, which will comport with best practices for charter schools and State law.

4.7 Intentionally Deleted

SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS

5.1 School Grade Levels.

The School may operate one brick and mortar school within the geographic boundaries of the District for students in grades **9-12** and up to 200, 9th – 12th grade homeschool students, as defined in Sections 5.3 and 5.5 respectively below. If the School desires to expand to serve additional grade levels at the School location, the School shall submit a request to amend this Contract, or submit the same as part of a renewal application, in accordance with applicable law and District policy. If the School desires to replicate the School at a different location, a new charter application shall be submitted.

5.2 Student Demographics.

As required by the Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner. The School shall implement a recruitment plan that ensures the School is open to any child who resides in the District. The School is committed to the goal of recruiting, enrolling, and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced-price lunch, English language learners, and special education programs similar to the percentage of such student populations enrolled in other District high schools. These high schools are: Brighton High School, Prairie View High School, Riverdale Ridge High School, Innovations & Options High School, and Eagle Ridge High School. The initial percentages and average for enrollment demographics for Disadvantaged Students at other District high schools is set forth on **Attachment 9A** and will be updated annually based on the prior school year's enrollment numbers. If the School's FRL, ELL, or SPED percentages for one or more of the three demographic categories of students falls above or below +/- 7.5% on FRL, +/- 2.5% on IEP and +/- 1.5% on ELL per STEAD's enrollment targets provided by the District in **Attachment 9A**, then the District and School will work together in good faith to recruit and enroll additional students in certain demographic categories as needed, for available openings that school year, or in the next school year, subject to the School's enrollment policies, applicable legal limitations on the enrollment lottery of the School, and open enrollment laws. The School has developed a Student

Recruitment Plan found in the Application and set forth in **Attachment 9B**, that reasonably anticipates its ability to accomplish this objective, including addressing transportation and translation/interpretation needs of potentially underrepresented families. Each year during the term of this Contract, by May 1, the School shall report to the District how the School has made progress in its recruitment efforts during such school year in accordance with the Recruitment and Enrollment Plan. The Parties acknowledge that the School's good faith effort to recruit, 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 described in **Attachment 10**. Student demographics of Homeschool Students are exempt from the above requirements.

5.3 Maximum and Minimum Enrollment.

The School and the District agree that during the term of this Contract, the School's total enrollment shall not exceed the capacity of the School's facility and site. The projected maximum enrollment, with all classrooms filled, is 800 full-time equivalent students, enrolling up to 200 full-time equivalent students per year, and up to 200 Homeschool Students by year 4 (2024-25). The minimum enrollment is determined to be the lowest enrollment necessary for financial viability, as reasonably determined by both Parties, and is 175 full-time equivalent students. Additionally, to assure the School's financial viability to open in its initial school year, the School will have completed intent to enroll forms for between 60-70% of its total enrollment of 175 students (approximately 123) by May 1, 2021, and 175 students enrolled in the School by August 31, 2021. The School will share its progress toward meeting enrollment targets during periodic check-in meetings during Zero Year. The School and the District will work together in good faith to ensure the School meets its enrollment targets.

5.4 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.

5.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

- A. It is agreed that enrollment preferences and selection methods are left to the discretion of the School so long as School complies with requirements of applicable State and federal law, including allowance for equal educational opportunities. In this regard, the District authorizes the School to submit a weighted Lottery and Enrollment Policy to CDE for approval in connection with its Colorado Charter Schools Program ("CCSP") grant application and, if approved by CDE, implement such policy. In cases where the School's student demographics continue to meaningfully deviate from average student

demographic of the other District high schools, the School will further enhance its weighted lottery the following year, subject to approval of CDE, to seek to foster a diverse student population. The intended use or non-use of an enhanced weighted lottery should be communicated via writing from the School to the District no later than December 1 of the preceding academic year. In cases of disagreement, the School's Principal and the District's Superintendent or designee shall meet and resolve no later than December 10 of that same year. Any unresolved dispute with respect to such matter may be immediately appealed to the State Board. The School reserves the right to determine logistics of conducting the enhanced weighted lottery.

- B. School agrees to adhere to the enrollment preferences, timelines and procedures as described in **Attachment 10**, though the weighted lottery is subject to prior approval from CDE.
- C. The Parties agree that Homeschool Students may come from both within the District and outside of the District, so long as they have complied with Colorado homeschooling requirements. Homeschool Students will be enrolled on a first come, first serve basis until the program reaches capacity (anticipating the enrollment of approximately 50 homeschool enrichment students per year until 200 capacity is achieved).

5.6 Admission Process and Procedures for Enrollment of Students with Disabilities.

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

- A. The School shall conduct its enrollment process, including any lottery or similar process, without inquiry into the disability status of students.
- B. Following receipt of an application for enrollment and, if applicable, selection in any lottery or similar process, the School shall determine whether a student has been identified as a child with disabilities eligible for special education and related services pursuant to the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 *et seq.* ("IDEA") or an individual with a disability under Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and/or the Americans with Disabilities Act ("ADA"). If so, the School shall require that the student/District provide the most recent individualized education program ("IEP") or Section 504 plan.
- C. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA, but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District to provide services or accommodations to such students.

- D. When an applicant has filed an application and received an initial placement through a lottery or otherwise enrolls in the School, and has an IEP or Section 504 Plan, a screening team consisting of the School Principal or designee, the School special education coordinator, and a District representative, if requested by the School, 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 student can be provided the services and/or accommodations at the School, sufficient to deliver the IEP Plan or the Section 504 Plan so the student may receive a free appropriate public education (FAPE) in the least restrictive environment at the School in its existing programs with or without reasonable accommodations. If the screening team deems it appropriate, the District representative shall convene a complete IEP team to make the final determination. If the determination is that FAPE is not available, the student's application for admission shall be denied. Every student who is admitted with an IEP from his/her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team is held and the IEP or 504 Plan is changed.
- E. An application for attendance at School may be denied for a student with disabilities in the same manner and for the same reasons as such application may be denied for a student without disabilities.

5.7 Participation in Other District Programs.

No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of instruction shall be divided 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 Act.

5.8 Non-Resident Admissions.

Subject to its Enrollment policies, 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 otherwise waived) and this Contract. If the School has more applicants than it has space, subject to the Enrollment policies and preferences set forth on **Attachment 10**, preference shall be given to those students who reside within the District. The School shall handle denial of admission in a manner consistent with state law and District policy/regulations, unless otherwise waived pursuant to Section 4.5 above. Once accepted for enrollment, a non-District resident student may reenroll for subsequent school years until completing his or her schooling at the School.

5.9 Student Movement After October 1.

After October 1, 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 applicable law and District policy, pursuant to a standard District transfer application.

5.10 Expulsion and Denial of Admission.

The School agrees that it shall comply with all District policies/regulations concerning student attendance, standards of conduct and discipline, unless and until the School adopts its own written policies in accordance with this Contract and applicable law. Where the School's administration and/or Charter Board recommends a student for expulsion, the proceedings shall be referred to the District Board or its designee for handling through the District's expulsion processes. However, the Charter Board, or its designee, shall make findings of fact and recommendations which shall be provided to the District's Superintendent or designee for use and consideration when the District conducts its expulsion hearing and processes. Any decision to expel a School student by the District Board shall specify which District schools the student is expelled from attending and which schools, if any, the student may attend as an alternative. A decision to expel a student from either the School or the District may be appealed to the District Board according to District policy regulations. Any general education services required by law to be provided to suspended or expelled School students shall be the sole responsibility of the School to arrange, in cooperation with the District, with all costs for such services to be borne by the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School, in cooperation with the District, with all costs for such services to be borne by the School, unless such student is from another district and the District is receiving funds for such student's special education.

The District Board shall have final authority regarding appeals in student expulsion cases.

5.11 Continuing Enrollment.

Pursuant to State law, students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or placement in a different school pursuant to an IEP and the School shall be considered the student's home school for purposes of choice enrollment. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District choice enrollment and transfer procedures.

SECTION SIX: EDUCATIONAL PROGRAM

6.1 Vision.

The vision set forth in the Application is accepted by the District, as amended by this Contract.

6.2 Mission.

The mission set forth in the Application is accepted by the District, as amended by this Contract.

6.3 Goals, Objectives, and Pupil Performance Standards.

The goals, objectives and pupil performance standards set forth in the Application are accepted by the District, as amended by this Contract, and subject to the following requirements:

- A. Accreditation. The School shall be accredited in accordance with written District guidelines and State law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with an opportunity for input into any proposed changes before they are finalized. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §§ 22-7-101 *et seq.*; the Education Reform Act, C.R.S. §§ 22-7-401 *et seq.*; the School Accountability Reporting Act, C.R.S. §§ 22-7-601 *et seq.*; Educational Accreditation Act of 1998, C.R.S. §§ 22-11-101 *et seq.*; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of “exceptional children” as defined in such rules, unless waived.
- B. Identification for Support and Improvement Under ESSA. If the School has been identified or targeted for support and improvement, it must promptly address the areas identified as deficient.
- C. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance, and operations. The School shall be provided these standards in writing by District personnel prior to commencement of the term of this Contract. If the District is unable to provide these standards then the District will accept the goals and objectives written for finance, governance, and operations contained in the Application. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized. The School and the District agree that the School shall not be required to adopt any changes in District policy under this Section during the term of this Contract, unless required to by state or federal law.

Finance, governance, and operations indicators may be incorporated into accreditation indicators in B above. If these indicators are addressed independent of accreditation, the language in Section 2.2.B will need to be modified.

- D. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the Colorado School Performance Framework, any additional federal requirements, and any other agreed-upon measures and metrics. 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.

- E. Student Welfare and Safety. The School shall comply, except as waived, with all District approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, the Child Protection Act of 1987, C.R.S. §19-3-301 *et seq.*, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response and laws governing incidents of school violence under C.R.S. § 24-10-106.3, and any state regulations governing the operation of school facilities.
- F. Academically Exceptional Students. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other “exceptional children” as defined by law, including in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Application and this Contract.

6.4 Educational Program Characteristics.

The School shall implement and maintain the following characteristics of its educational program outlined in the Application, subject to modification with the District’s written approval, which approval shall not be unreasonably withheld, conditioned, or delayed:

- Standards that meet or exceed Colorado Academic Standards
- Community Partnerships
- Parent Engagement
- Multi-tiered System of Support

6.5 GED and On-Line Programs.

The School’s educational program as contained in the Application and as reviewed by the District does not include an on-line program pursuant to C.R.S. §§ 22-30.7-101 *et seq.*, or a GED and the School is accordingly prohibited from offering such online or GED programs.

6.6 Curriculum, Instructional Program and Pupil Performance Standards.

- A. 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 the Colorado Academic Standards, but may be in a different chronology or grade, and shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School’s vision and mission.
- B. With respect to each subject area not tested under the State’s standardized testing program for which the District has developed embedded assessments designed to measure achievement of standards, the School shall notify the Principal in writing prior to July 1 of the fiscal year following the fiscal year in which such embedded assessments were developed as to whether it will use the District’s embedded assessments or whether

it will use its own embedded assessments. If the School intends to use its own embedded assessments, it shall submit its proposed assessment program for review with its written notice from the Principal. If the School uses the District's embedded assessments, it shall adhere to all District timelines for developing (if applicable) and administering assessments. Additionally, the School may, upon written request to the District develop and implement subsequent alternative assessments to an existing District embedded assessment; however, the same must be submitted to the District no later than 60 days prior to the start of any school year.

6.7 Graduation Requirements.

The School has adopted and will follow the graduation requirements outlined in the Application. These requirements meet District standards and Colorado's Higher Education Admissions Recommendations (HEAR). The District hereby approves these graduation requirements.

6.8 Tuition and Fees.

- A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. § 22-20-109(5), C.R.S. § 22-32-115(1) and (2) and C.R.S. § 22-54-109, other than for before and after school programs, summer programs, or as otherwise permitted by 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 C.R.S. § 22-32-117. The School shall annually publish its fees no later than July 1 of each year.
- 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-price lunches under federal guidelines in accordance with State Board regulations.

6.9 English Language Learners.

The School shall provide resources and support to English language learners. The School shall use the District's hiring qualifications for teaching staff (ex. Culturally and Linguistically Diverse endorsement from CDE) and English Language Development (ELD) programming model to ensure that English language learners are given meaningful access to grade level content, acquire sufficient English language proficiency to participate in the mainstream English language instructional program, and achieve grade level standards. The School shall follow the District's procedures for identifying, assessing, monitoring and exiting English language learners. The School's ELD program staff shall attend all District trainings required of the District's ELD program staff at the same cost as staff of neighborhood schools in the District. The School may use its per pupil allocation of the State English Language Proficiency Act (ELPA) funds toward the salary and

benefits of the ELPA specialist and to assess and provide English Language services to students that qualify for the same

6.10 Education of Students with Disabilities.

- A. 504 Students. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA, but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District to provide services or accommodations to such students. The School agrees to follow District policy in identifying students who are Section 504-eligible and providing them with reasonable accommodations, subject to the limitations of providing a FAPE to an identified student in the least restrictive environment.
- B. IDEA Eligible Students with Disabilities. The School agrees to comply with all District policies/regulations and the requirements of federal and State law concerning the education of IDEA-eligible students with disabilities and shall provide special education programs and services to students at the School at a level consistent with other schools in the District serving the same grade levels , subject, however, to the School's unique curriculum, instructional program, mission, and facilities. Upon enrollment of a student, the School shall determine whether the student has been identified as a child with disabilities under the IDEA. If so, the School shall obtain a copy of the student's IEP. A determination shall be made in accordance with Section 5.6 above whether the School is an appropriate placement for the student, and if so, the manner in which the IEP will be implemented at the School. The School, like other District schools, does not offer a full continuum of special education services on site. Specific services for students with more significant needs may not be available at the School. For residents of the District, such services are available at designated school sites or through an out-of-district placement. For non-resident students, provision of such services is the responsibility of the Administrative Unit of residence.
- C. The District shall provide a menu of special education support services to the School, allowing the School to choose the best option to meet the needs of its students with disabilities. If the School hires its own special education teacher(s), they will be subject to a review of licensing by District personnel. Special education services at the School shall be commensurate with those provided at other District schools. A description of the special education services to be provided by the District and their cost is set forth in 7.1.A.ii. and negotiated between the School and District on an annual basis.
- D. The School agrees to promptly notify the District of all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), CDE's State Complaints Officer, or IDEA due process proceedings relating to students with disabilities in attendance at the School.

- E. 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.
- F. The School agrees to comply with all Board policies and regulations and the requirements of federal and State laws and regulations concerning the education of children with disabilities and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. 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.
- G. The District is the Local Education Agency and the Administrative Unit responsible for overseeing special education at the School. As such, the District's Director of Special Education 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 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.
- H. Training conducted by the District on special education matters shall be reasonably available to School staff, at the same cost as charged to staff of District neighborhood schools. Such cost and anticipated schedule shall be provided to the School annually, and may be attached as part of **Attachment 11**.
- I. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law and shall have the right to request other changes on behalf of students with disabilities.
- J. Special education programs and services shall be available to each eligible student as part of the regular school day in accordance with the least restrictive environment mandate of federal and State law.

6.11 Extracurricular and Interscholastic Activities.

Subject to the provisions of C.R.S. § 22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may try out for extracurricular and interscholastic activities not offered at the School. The School or parents shall be responsible to make appropriate arrangements consistent with State law with the District schools for a student enrolled at the School seeking to participate in activities not otherwise sponsored by the School.

The student may try out at the school in the District designated by the District in accordance with the law and applicable Colorado High School Activities Association (“CHSAA”) rules. The School and the student shall comply with all applicable rules of CHSAA, the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the student (or the School upon failure of the participating School student) shall be responsible for payment of the fee, unless a student is eligible for waiver of such fees).

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

6.12 Collaboration with District.

- A. The School shall provide reasonable notice to the District before entering into any inter-governmental agreements with other government entities.
- B. The School may take part in cooperative purchasing discounts and/or promotions made available to other District schools through the District or by third-party contracting organizations.

6.13 Homeschool Program.

- A. For purposes of this Contract “Homeschool Students” are defined as students whose parent or guardian or an adult relative designated by the parent or guardian is their teacher of record, and they have properly registered with their district of residence, or Department, if applicable, by providing a Notice of Intent Letter, and that desire to enroll in the Homeschool enrichment/umbrella program provided by the School, as a supplement to the. The School will develop a course offering of enrichment classes only for Homeschool Students, that may include, but not be limited to band, drama, art, and other subjects, as allowed under applicable provisions of the Colorado homeschool laws. Homeschool Students will attend the School in person on a part-time basis to receive instruction in the Homeschool Program. The School will additionally, plan events that integrate Homeschool Students with the traditional full-day students, creating a larger and more inclusive school community. The School will provide to students who register with the School as Homeschool Students, up to the maximum hours of curricular enrichment as may be allowed in accordance with applicable law or Department

regulations in effect from time to time. The School shall not be responsible for any assessment reporting requirements with respect to educational progress of any Homeschool Student. The School shall receive part-time funding for each Homeschool Student enrolled in the Homeschool Program in accordance with applicable law.

SECTION SEVEN: FINANCIAL MATTERS.

7.1 Revenues.

A. Funding.

i. PPR Payment and Deductions. 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 revenue payments pursuant to C.R.S. §22-54-124 (as described in Subsection D below), as well as part-time funding for the Homeschool Students in accordance with applicable law in effect from time to time, minus the following: (a) the actual amount of the School's per pupil share of the actual central administrative overhead costs of the District (up to five percent of PPR), as provided by law, based on the prior year's central administrative overhead costs and the current year budgeted pupil count as submitted by the school on April 15 each year, (b) deductions for purchased services as agreed to in writing by both Parties pursuant to Section 9.1 below, (c) direct costs, if any, and intercept transfers per a State Treasurer Charter Intercept Agreement (if any), and (d) other deductions as provided herein, and as shall be adjusted as provided herein. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payments 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.

(a) Annual True-Up. 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 applicable law C.R.S. 22-30.5-112(2)(a.4)(I). The actual central administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School during the prior fiscal year or withheld by the District, and the actual cost of such overhead administrative costs for such year shall be reconciled and paid to the owed party, up to the 5% cap set forth in the law.

(b) Charter School Liaison. The Parties acknowledge that the District contracts with an employee or individual for part-time charter school liaison services ("Charter

School Liaison"). The Parties shall jointly enjoy the services provided by the Charter School Liaison, including the following types of direct and indirect support services:

- Primary contact for the School and District representatives
- Coordinate the delivery of District services purchased by the School
- Identifies and follows up on instances of perceived or actual non-compliance with this Contract by the School or District

The costs for the Charter School Liaison shall be borne by the District in the amount of 25 percent of such costs, and by all of the District's authorized charter schools (including the School) in the amount of 75 percent of such costs. The District's charter schools shall pay their portion of this costs based upon their individual per pupil enrollment as a percentage of total enrollments in the District's charter schools.

- ii. The School shall receive a proportionate share of funding provided under the Exceptional Children's Education Act, C.R.S. §§ 22-20-101 *et seq.* ("ECEA") and the Individuals with Disabilities Education Act, §§ 20 U.S.C. 1401 *et seq.* ("IDEA"), for special education, calculated in accordance with the following formula:

$$\frac{\text{Total District ECEA \& IDEA Revenue}}{\text{Total \# of Identified Students in the District}} \times \text{\# of Identified Students at the School}$$

For the 2021-2022 school year, such funding shall be provided upon receipt by the District for this year and each subsequent year this Contract is in effect. The School shall provide and bear the cost of special education services at the school at a level comparable to regular schools in the District serving the same grade levels, number of students and type of program, including related services and required paraprofessional support. The District will provide access to trainings, professional development, systematic support and guidance for special education while the School will hire its own special education teacher(s) subject to verification of licensing. In addition, the District will provide oversight and support from central administrators, access to District-wide special education programs and defense of state complaints, due process hearings and OCR complaints through the administrative appeal level, and investigations concerning special education by the Office for Civil Rights (OCR), or the Department's Federal Complaints Officer, on the same basis as such oversight, support, access and defense are provided to other District schools. As consideration for the School District's assumption of these responsibilities, the School shall pay the District its proportionate share of indirect costs, including administration, relating to the District's special education program. The School and the District shall reasonably cooperate with each other in connection with defense of special education

administrative complaints. The School will provide the District with evidence that special education service providers meet educational and certification or licensing requirements of state law, documentation of the nature and duration of services provided for each student with disabilities by such service providers, and other information required to complete applications for federal and state funds for students with disabilities.

In accordance with Section 112(3)(c) of the Act, within ninety (90) days after the end of each fiscal year, the District shall provide the School an itemized accounting of all the actual special education costs that the District incurred for the applicable fiscal year and the basis of any per pupil charges for special education that the District imposed for such fiscal year.

- iii. It is the intent of the District that the School receive a proportionate share of funding provided by the federal and state governments for gifted and talented students and other federal and state grant sources, to the extent that the School complies with the conditions and requirements of such grants, applicable law and reporting requirements under such grants. A proportionate share of moneys generated under other federal or state categorical aid programs shall be directed to the School for each of the School's students eligible for such aid. Prior to receipt of such funds, the School shall provide the District with acceptable assurances that it will comply with various federal statutes, which assurances are required of recipients of federal funds for categorical aid. The School shall provide the District with data necessary to complete claims for such funds. As the School will be receiving funding for English language learner services, the School is responsible for supplying those services to its students.
- iv. So long as the School is not in material breach of this Contract, this funding will be made available to the School in twelve (12) monthly installments, commencing July of each fiscal year. Funds shall be disbursed within five (5) business days of being received by the District. If the School fails to open during any school year, those funds paid to the School prior to October 1 shall be refunded by the School to the District. The term "enrolled" as used in this provision shall be deemed to mean enrolled as of the official counting dates or periods and in accordance with the School Finance Act of 1994, found at C.R.S. §§ 22-54-101 *et seq.* and State Board of Education Rules. If the State Auditor disallows counting of some of the School's students, then its funding for a following school year will be reduced by the same amount.
- v. In addition to the foregoing provisions, to the extent the District experiences any reduction in state equalization support by a legislative rescission or other action, proportionate reductions will be made to the School's funding by adjustment or set-off in subsequent months.

- vi. On or before March 15 of each year of the charter, the School and the District will begin negotiations concerning funding for the ensuing fiscal year in order that the amounts may be determined in conjunction with the District's and the School's budget development and adoption processes. In future fiscal years, it is agreed that the amount of funding provided to the School from the District shall not be less than that required by law or as may be agreed to by the Parties.
- iv. The School will be able to apply for federal and state grant funds under the same conditions as other District schools. If requested, the District will provide special education services in accordance with such fees as may be agreed to between the Parties. Any state reimbursement for transportation of special needs students by the District will be retained by the District.
- v. The funding of that portion of the PPR paid by the District to the School as provided herein shall be established based on the official student enrollment count for students enrolled in the School for each year as approved and/or accepted by the State Auditor. This amount shall not be increased or decreased due to any change in monthly enrollment during the fiscal year. In the event the District should, for any reason, lose the state funding allocated to any student who has withdrawn from the School, upon providing the School written evidence of the same, said funding shall be deducted from subsequent payments to the School.
- vi. The School must provide an address of record, the name of the contact person for fiscal matters, and where funds are to be sent at least 10 calendar days in advance of when funds are to be made available or paid to the School.
- vii. The School will make no supplemental budget requests to the District to cover unanticipated expenditures or debts.
- viii. The District will comply with current state laws in terms of providing an itemized accounting to the School of central administrative costs.

B. Bond and Mill Levy Funds.

- i. 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 District charter 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.

ii. Mill Levy.

- (a) Pursuant to C.R.S. §22-30.5-118 and C.R.S. §22-30.5-119, if the School District has a planning committee regarding a potential Mill Levy ballot question for the electorate, the School District must allow the charter schools authorized by the District to have at least one representative on the District's planning committee. The District must notify the charter schools of the planning committee's meeting schedule. The charter schools of the District shall cooperate in determining the representative. The School District shall invite each charter school in the District to participate in any discussions about submitting a ballot question to authorize additional local revenues (such as a mill levy) at least by June 1 of the election year. The District shall pay to the School its proportionate share of the Mill Levy Override Funds as approved by voters. The School agrees to use such funds in accordance with District guidelines. Funds shall be made available to the School on the same schedule that they are made available to other District schools. The additional local revenues that the School receives as a result of inclusion in a District ballot question are in addition to, and do not replace, the moneys the School receives from the District pursuant to C.R.S. §22-30.5.112 to §22-30.5-112.3.
- (b) In addition to Subsection (a) above, pursuant to C.R.S. §22-32-108.5, as of the 2019-2020 school year, the District elected either to share at least 95% of any Mill Levy Override funds received by the District (including those already passed by the voters) with the charter schools of the District on a proportionate per pupil basis. Alternatively, the District developed a District-wide plan for the sharing of any Mill Levy Override funds that equitably supports the needs of all students enrolled in all the schools of the District, including its charter schools. If the District decided to develop a District-wide plan, such plan must have been adopted and published for public scrutiny by July 1, 2018, to be fully implemented starting in the 2019-2020 school year. If the District has adopted an alternative plan for sharing of any Mill Levy Override funds with the School, it shall provide a copy of the same to the School no later than the Effective Date of this Contract; and annually thereafter if there are any modifications of the same. The District shall share with the School and other charter schools of the District Mill Levy Override funds pursuant to this Section.

- C. Federal Categorical Aid. Each year the District shall allocate to the School the School's proportionate share of applicable federal Every Student Succeeds Act (ESSA) 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 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. The District shall annually, no later than October 15th, provide School in writing with its formulas and calculations for determination of eligibility and amounts to be received by the School, for each applicable category of title funding.
- D. State Categorical Aid. On or before January 15 of each year, the District shall allocate to or provide services equal to 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, or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required or evidence of students enrolled in the School that are eligible for such funds, if applicable. To the extent School qualifies for Amendment 23 funds, and any of the same are disbursed from the state through the District, District shall promptly disburse such funds to the School upon receipt.
- E. Other Grants. The School will receive their equitable share of the money the District receives through relevant State and federal grants.

7.2 Disbursement of Per Pupil Revenue.

- A. Disbursement of District Per Pupil Revenue Funding. Commencing on July 1 of each fiscal year of the contract term, District per pupil revenue (PPR") funding as described in Section 7.1.A shall be disbursed to the School in monthly installments, subject however, to annual appropriation and the District's receipt of the funding. The first and second quarters, July through December, funding shall be based on the School's enrollment projections submitted in accordance with Section 7.4, and Funding for January and subsequent months of each fiscal year shall be based on student enrollment as reported to the Department and adjusted pursuant to Subsection B below.
- B. Adjustment to Funding. The District's initial disbursement of funds for a fiscal year, shall be adjusted as follows: In January funding will be adjusted based upon the final October one- day official count of FTE students and adjusted per pupil funding as determined by CDE. This adjustment will be posted back to each respective month that has passed, and the payments made by the District to the School under Subsection A above for the remainder of the fiscal year shall be

adjusted accordingly, to fully allocate such overall adjustment for the year. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission, one-day count audits or other action, proportionate reductions or increases shall be made to the School's funding. All adjustments to funding will be made by the end of the fiscal year.

7.3 Budget.

On or before April 15 each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. Any projected changes in enrollment and adjustments in the amounts withheld by the District for special education oversight, support and access to District-wide programs and for District-wide ELL services necessitated by changes in revenue and/or expenses shall be considered at the time. The budget shall be prepared in accordance with C.R.S. § 22-30.5-111.7(1)(a) and 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. Proposed budgets that spend down reserves shall include a narrative addressing 1) why reserves are being spent 2) the duration of the reduction and 3) the date when the School will return to a balanced budget (if applicable). A material violation of this Section may result in the District initiating remedies described in Section 2.2.I.

7.4 Enrollment Projections.

Beginning with its second year of operation, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by April 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than ten percent (10%) of the official membership for the current 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 funding pursuant to Sections 7.1 and 7.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

7.5 TABOR Reserve.

The School's ending fund balance for each fiscal year of the term of this Contract shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School will establish a TABOR Reserve account and ensure that balances are appropriate, in keeping with Colorado Constitutional requirements and consistent with State and District policies and law. TABOR reserves must be maintained throughout the fiscal year.

7.6 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 in excess of \$10,000 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. If such agreement extends over more than one fiscal year, 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 to pay future year's obligations under such agreement.

7.7 Annual Audit and Trial Balance.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. A draft of the results of the audit shall be provided to the District in written form by October 31 of each year. The School shall pay for the audit. The final audit shall be provided to the District on or before November 30. If, for causes within the School's control, the audit is not provided to the District by October 15 and October 31 of each year as outlined above, it shall be considered a material breach of this 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 the date set forth above 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. The School shall comply with all deadlines as set by CDE and the District for reporting information. Any requests for extensions must be approved by the District.

7.8 Quarterly Reporting.

The School shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(l)(b) and post required reports online pursuant to C.R.S. §§ 22-44-301 *et seq.* Such quarterly reports shall be submitted to the District electronically as provided in Section 2.2E.(ii) to the Superintendent or designee. Year-end reports shall also be submitted as provided in such Section.

7.9 No Commingling.

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. When the School submits its annual audit, the School shall certify that assets, funds, liabilities and financial

records of the School have been kept separate from assets, funds, liabilities and financial records of any other person, entity, or organization, including any EMP with which School has an agreement.

7.10 Loans.

No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entity, without District approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

7.11 District Loans.

Schools may not borrow funds from the District without approval from the District Board. If the School has an unplanned emergency that could result in borrowing, the District Superintendent or designee should be notified to discuss the financial issue, forecast and any necessary revised business plan.

SECTION EIGHT: PERSONNEL

8.1 Employee Status.

All employees hired by the School shall be employees of the School and not the District. All employee hiring and termination and 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 in the Application. The Employee Handbook may be amended or revised at the discretion of the School; however, the School shall provide the District copies of material changes within 60 days following such change.

- A. 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 C.R.S. § 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.
- B. Licensed Teachers. Unless otherwise waived pursuant to Section 4.5 above, the School's core academic program teachers shall be CDE-licensed teachers.

8.2 Affordable Care Act.

The School shall comply with the Patient Protection and Affordable Care Act ("PPACA") and its related regulations, as applicable. To the extent permitted by law, the School shall indemnify and hold the District and District Board members, employees, and agents harmless from and against all damages, losses, and expenses arising out of or resulting from the School's failure to comply

with PPACA and its related regulations. The School's indemnification obligation hereunder shall survive the termination of this Contract.

8.3 PERA Membership.

All the School employees shall be members of the Public Employees Retirement Association ("PERA") and subject to its requirements. The School shall be responsible for the cost of the employer's respective share of any required contributions.

8.4 Equal Opportunity Employer.

The School affirms that, consistent with applicable law and District policies/regulations, it shall not discriminate against applicant or employee on the basis of race, creed, color, sex, national origin, marital status, sexual orientation, religion, ancestry, age or disability in its recruitment, selection, training, utilization, termination or other employment-related activities.

8.5 Employee Welfare and Safety.

The School shall comply with all District policies/regulations unless otherwise waived pursuant to Section 4.5.B below with a replacement policy, and all applicable federal and State laws, concerning employee welfare, safety and health issues, including but not limited to the requirements of federal law for a drug-free workplace and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 *et seq.* and C.R.S. § 24-10-106.3.

8.6 Employee Records.

The School shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable District policies/regulations unless expressly waived in writing pursuant to Section 4.5 of this Contract, and applicable federal and State laws, concerning the maintenance, retention and disclosure of employee records, including but not limited to the requirements of the Colorado Open Records Act, §§ 24-72-201 *et seq.* The School shall provide to the District the employee identification data necessary for State reporting.

8.7 Employee Conduct.

All School employees shall comply with applicable District non-discrimination policies, and applicable State law, concerning staff conduct and staff conflicts of interest, unless expressly waived in writing pursuant to Section 4.5 of this Contract and the School develops replacement policies.

SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT

9.1 Purchase of District Services.

- A. The School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services.

- B. The School may purchase from the District the services and materials specified in **Attachment 11** at the costs specified therein. Costs and available services and materials shall be redetermined each subsequent fiscal year this Contract is in effect, and the District shall provide to School a list of the same in sufficient time for it to make elections of desired services as part of its budgeting process, and attached as addenda to **Attachment 11**. Annually, when adopting its final approved budget, the School will commit to purchasing the services it selects from the District for the entire fiscal year. However, the Parties agree to defer payment by the School to the District of direct costs until, to the 2024-2025 school year when the School will be fully enrolled. The School agrees to repay the costs of such purchased services owed to the District for the 2021-2022, 2022-2023, and 2023-2024 fiscal years over time, but in no event longer than five years, or by the 2029-2030 school year.
- C. Costs shall be adjusted annually by the District based upon its then-current budget and reconciled to actual costs within 90 days after the end of each fiscal year as required by C.R.S. 22-30.5-112(2)(a.4)(II), and any difference between the amount initially charged to the School and the actual cost shall be paid to the owed party, subject to the cap provided in such statute.
- D. Subject to the provisions above, the parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year and shall be subject to all terms and conditions of this Contract,.
- H. The Superintendent or designee may review and approve the School to purchase District insurance services and coverages. The Superintendent or designee may review and inspect the School premises to assess School operations and property conditions to assure underwriting viability to be included in District provided insurance programs. Under these circumstances, the District will provide legal services, through the District's legal counsel, for defense of suits, actions and claims against the School sounding in tort, for which the District provides insurance coverage, including appeals to federal or state courts of special education due process hearings. Such legal services shall not be provided for defense of matters involving workers' compensation (unless the District also provides the workers' compensation coverage), unemployment compensation or disputes with the District. Any provision of a defense is conditioned upon prompt notification by the School to the District of all claims, including threatened or reasonably anticipated claims or actions; full cooperation with the District and legal counsel in defending the claim; and the School not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the District Board. The School acknowledges that in the event of a

dispute between the School and the District, the District's legal counsel will represent the District and not the School. Any potential conflict of interest arising from the representation of the School by the District's legal counsel shall be resolved in accordance with the Colorado Rules of Professional Conduct.

- I. If the School elects not to purchase the required insurance services and coverage from the District as provided above, then the District will not provide or pay for legal fees, costs or judgments incurred in defense of litigation against the School. In the event the School is not insured through the District and a special education due process hearing involving the School is appealed to federal or state court, the District will provide a defense through its legal counsel, and the School shall pay one-half of the legal fees and costs incurred in the defense of such matter through appeal, as well as its share of any judgment resulting from such hearing and/or appeal (including costs of court-ordered services, in accordance with the allocation of special education responsibilities set forth in this Contract). If the School retains an attorney for defense of such appeals, the School shall be solely responsible for all fees and costs incurred in connection with such representation.

9.2 Direct Costs.

The Parties agree to defer payment by the School to the District of direct costs until, the 2024-2025 school year when the School will be fully enrolled. The School agrees to repay such direct costs owed to the District for the 2021-2022, 2022-2023, and 2023-2024 fiscal years over time, but in no event longer than five years, or by the 2029-2030 school year. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. §22-30.5-112(2)(b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply. Unless set forth in this Contract or a separate written agreement, such costs should be reflected in **Attachment 12**. 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 money as reimbursement for direct costs for the next fiscal year. 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 9.1.C. above.

SECTION TEN: FACILITIES

10.1 School Facility.

The School shall be responsible for the design, construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the District with a copy of the lease, deed, closing statement or other facility agreement granting the School the right to use the same within 5 business days of closing, refinancing or leasing. The School has complied or shall comply with C.R.S. § 22-32-124, and shall obtain all applicable use permits or certificates of occupancy

necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times, upon reasonable prior notice except in an emergency, to any such facilities for purposes of inspecting the same and as provided in Section 2.1 above, and subject to reasonable times and security measures established to maintain the safety of students and staff. If the School leases or owns other property, they will be fully responsible for that property.

10.2 Use of District Facilities.

The School may use District facilities in accordance with District policies KF and KF/KFB/KFC-R, Community Use of School Facilities. The School shall be offered such facilities at no more than the rates paid by other District schools, if any.

10.3 Long-Range Facility Needs.

If 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.

10.4 Facility Location.

By January 1, 2021, the School shall notify the District of the School's location, where it will operate beginning with the 2021-2022 academic year, and any associated construction or renovation schedule, as available at that time. Any change in location shall be consistent with the Application and the School's mission.

SECTION ELEVEN: CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

11.1 Renewal Timeline and Process.

The School shall submit its renewal application by no later than December 1 of the year prior to the year in which this Contract expires. At least fifteen (15) calendar days prior to the date on which the District Board will consider whether to approve the renewal application, 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 District Board shall rule by resolution on the renewal application no later than February 1 of the year in which the charter expires, or by a mutually agreed upon date following a public hearing where the School shall have the opportunity to address the District Board about its renewal request. If the District Board decides to not renew the Contract, it shall detail the reasons in its resolution. The School shall not use its EMP, if any, to negotiate a Renewal Application.

11.2 Renewal Application Contents.

In addition to contents required by law, the renewal application should 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.

11.3 Criteria for Renewal or Non-Renewal and Revocation.

The District may terminate this Contract and revoke the charter, or not renew this Contract for any of the grounds provided by state law, set forth in 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 of renewal also include but are not limited to the following:

- 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 five (5) consecutive years or any lesser number of years established by the State Board, and does not achieve appropriate improvement as required, 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).
- C. The District shall comply with all guidelines found in C.R.S. § 22-30.5-110 and any other relevant statutory or regulatory provisions regarding renewal, non-renewal and revocation.

11.4 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 contents of which are described in Section 2.2.J. (i). Termination shall not take effect until the School has exhausted its opportunity to remedy, and to appeal such decision to the State Board. The District may impose other appropriate remedies (see Section 2.2.J.) for breach of this Contract.

11.5 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.

11.6 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 11.7 below, and 2) reassignment of students to different schools. School personnel and the Charter 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.

11.7 Return of Property.

In the event of termination or dissolution, subject to Section 1.2E. and 11.6 above, after payment of all obligations and liabilities by the School, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. 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 Section 11.7. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization in accordance with the School's Articles.

SECTION TWELVE: GENERAL PROVISIONS

12.1 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 Board that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of this Charter Contract shall take precedence over the Application.

12.2 Amendments.

No amendment to this Contract shall be valid unless ratified in writing by the District Board and the Charter Board and executed by authorized representatives of the Parties.

12.3 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 supersede by this Contract.

12.4 No Assignment.

Neither Party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

12.5 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, that upon any material changes in law that may materially impact the relationship of the Parties, the Parties shall as soon as reasonably practical after the effective date of such change in law, amend this Contract to reflect such change in law.

12.6 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.

12.7 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.

12.8 Notice.

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon actual receipt or refusal when sent by (a) personal delivery (subject to verification of service or acknowledgement of receipt), (b) one day after deposit with a nationally recognized overnight courier, or (c) 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.

If to the District: 27J Schools
Attn: Dr. Chris Fiedler
18551 E. 160th Ave.
Brighton, CO 80601
Fax: 303-655-2870
Email: cfiedler@sd27j.net

If to the School: The STEAD School
Attn: Ms. Amy Schwartz
4908 Tower Road
Denver, CO 80249
Fax: 303-655-2870
Email: amy@buildstrongeducation.org

12.9 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.

12.10 Interpretation.

- A. Standard of Compliance. 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, and compliance by the School therewith shall be determined 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, a legal holiday, or a day on which government institutions in the state of Colorado are closed. If any date identified in this Contract falls on a Saturday, Sunday or a legal holiday, the action to be taken shall be due on the next following business 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, email, or other electronic means 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.

12.11 Nonreligious, Nonsectarian Status.

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

List of Attachments:

Attachment 1 – District Board Resolution Approving the Charter School Application

Attachment 2 – Articles of Incorporation and Bylaws of the School

Attachment 3 – Selected State and Federal Laws Applicable to Charter Schools

Attachment 4 – Conflict of Interest Form

Attachment 5 – Education Management Provider (EMP) Agreement Guidelines

Attachment 6 – Automatic State Waivers

Attachment 7 – Non-Automatic State Waivers

Attachment 8 – District Waivers

Attachment 9A – Current High District High School Demographics of Educationally Disadvantaged Students

Attachment 9B – Student Recruitment Plan

Attachment 10 – Enrollment Policy and Procedures

Attachment 11 - Purchased Services

Attachment 12 - Direct Costs

[SPACE BELOW INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

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

The STEAD School,
A Colorado Non-Profit Corporation

By: _____ Date: _____
Amy Schwartz, President,

ATTEST:

Jason McEldowney, Secretary

27J Schools


By: _____ Date: August 25, 2020
Greg Piotraschke
President, Board of Education
Signed Electronically – Virtual Meeting

ATTEST:

Lynn Ann Sheats
Secretary, Board of Education

**ATTACHMENT 1 – DISTRICT BOARD RESOLUTION APPROVING THE CHARTER SCHOOL
APPLICATION**

**27J SCHOOLS
BOARD OF EDUCATION
RESOLUTION NUMBER SIX
2019-2020**

**RESOLUTION TO APPROVE THE
STEAD SCHOOL CHARTER APPLICATION**

WHEREAS, the founding Board of the STEAD School has submitted an application to the 27J Schools Board of Education seeking authorization of a charter high school to open in the 2021-2022 school year; and

WHEREAS, the STEAD School charter application was submitted on August 7, 2019 in compliance with state statute and District policy; and

WHEREAS, the STEAD School founding Board was notified on August 23, 2019 that the charter application contains all of the minimum requirements specified in CRS 22-30.5-106 (1); and

WHEREAS, the STEAD School charter application was reviewed by the District Accountability Committee at its September 18, 2019 meeting as required by CRS 22-30.5-107 (1)(c); and

WHEREAS, the STEAD School Community Meeting was held on October 9, 2019 as required by CRS 22-30.5-107 (2); and

WHEREAS, CRS 22-30.5-107 (2) requires that the Board of Education to rule by resolution on the application within ninety days of its receipt; and

WHEREAS, the STEAD School charter application was reviewed by the 27J's Executive Team on September 16, 2019; and

WHEREAS, the ideas and philosophies articulated within the STEAD School charter application represent an alternative high school choice for the students in 27J; and

WHEREAS, the STEAD School will provide additional high school space as the District continues to increase in student enrollment;

NOW THEREFORE, BE IT RESOLVED that the 27J Schools Board of Education approves the STEAD School charter application and directs the superintendent or his designees to enter into charter contract negotiations with the STEAD School as specified in CRS 22-30.5-107 (2) for the Board's review and consideration with the following conditions:

- 1) The STEAD School will have a nutrition program that provides affordable and nutritious meals for all students, including those students who would typically qualify for free and reduced priced meals in the National School Meals Program. Students who would

typically qualify for free and reduced meals must be provided a nutritious meal for free or at a reduced rate without being stigmatized in any way;

- 2) The STEAD School will match the demographics of the 27J neighborhood schools. It is the intent of 27J Schools that every student desiring to attend the STEAD School have the necessary assistance to enroll and attend there;
- 3) The STEAD School will open no later than September of 2021. 27J Schools is counting on the successful opening of the STEAD School in the fall of 2021 as a part of a larger plan to meet the District's need for additional high school space as our student enrollment continues to increase to a projected 26,440 students in the fall of 2028.

ADOPTED AND APPROVED THIS 22nd day of October, 2019

27J SCHOOLS

By:

Roberta Thimmig, President
Board of Education

ATTEST:

By: _____

Lynn Ann Sheats, Secretary
Board of Education

ATTACHMENT 2 – ARTICLES OF INCORPORATION AND BYLAWS OF THE SCHOOL

The STEAD School

Bylaws

These are the Bylaws of The STEAD School, a Colorado nonprofit corporation (the “Corporation”), formed pursuant to the Act by the filing of Articles with the Colorado Secretary of State. These Bylaws have been adopted as of the date set forth at the end of this document, and shall govern the operation of the corporation.

ARTICLE I Name, Location, Mission and Vision

Section 1.1 Name. The name of the Corporation will be The STEAD School

Section 1.2. Office. The initial principal office of the School shall initially be located at c/o BuildStrong Education, 4908 Tower Road, Denver, CO 80249. The designation of the School’s principal office may be changed by from time to time by resolution of the Board and by filing documentation with the Colorado Secretary of State, and such changes of address shall not be deemed, nor require, an amendment of these Bylaws. The School may also have offices at such other places as the Board shall determine in its sole discretion from time to time; provided, however, that the registered office registered with the Secretary of State of Colorado and the agent so registered shall be located at the same address, or otherwise as provided by the Board.

Section 1.3 Vision. The School provides pathways for the next generation of passionate and visionary Colorado leaders across business, civic, science, health, energy, and natural resource industries and across rural, urban, and suburban divides. Deeply connected to their respective communities, STEAD students are stewards of their environment and address increasingly complex food, health, environmental, and energy challenges that face the state, the nation, and the planet.

Section 1.4 Mission. The mission of the STEAD School is to empower students to design their own post-secondary and career pathways within the context of a dynamic and inspiring science, technology, environmental agriculture/agribusiness, and design (systems thinking) high school learning environment. All students graduate with a professional portfolio, post-secondary plans, and a robust set of work and community service experiences.

Section 1.5. Definitions. In these Bylaws, the following terms shall have the meaning set forth below:

“Act” means the Colorado Charter Schools Act, C.R.S. §§ 22-30.5-101 – 120, as amended from time to time, or the corresponding provisions in any successor statute.

“Articles” means the Articles of Incorporation for the Corporation filed with the Colorado Secretary of State on March 25, 2019, as amended from time to time.

“Board” means the Board of Directors of the School.

“Director” means an individual serving on the Board or “Board member.”

“Principal” means the lead administrator responsible for the School.

“Nonprofit Act” means the Colorado Revised Nonprofit Corporations Act, C.R.S. §§ 7-121-101 – 7-137-301, as amended from time to time, or the corresponding provisions in any successor statute.

“School” or “Corporation” means The STEAD School.

“Sunshine Act” shall mean the Colorado Sunshine Act of 1972, C.R.S. §§ 24-6-401 – 402, as amended from time to time, or the corresponding provisions in any successor statute.

Section 1.6. No Members and No Stock. The School does not have members and no persons with membership rights, as those terms are defined in the Act. While persons who associate or attend programs of, participate in, contribute to, or benefit from the School may be referred to as a “member,” no rights, voting or otherwise, will inure to such person. . However, the School may make provision for appropriate participation of stakeholders in the affairs of the School in these Bylaws.

ARTICLE II - Purposes and Powers

Section 2.1. Purposes. The Corporation is organized to qualify for, implement, operate, manage, and support the educational program of a public charter school in the state of Colorado, all in accordance with the Colorado Charter Schools Act, C.R.S. § 22-30.5-101 *et. seq*, as amended from time to time, and all other laws of the state of Colorado relating to such charter schools, and for the other purposes set forth in Articles XI and XII of the Articles.

Section 2.2. Tax-Exempt Purpose. The School intends to qualify as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code (the “Code”). Accordingly, the School shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code. Nor shall the Corporation possess nor exercise any power or authority, whether expressly, by interpretation, or by operation of law, that will or might prevent it at any time from qualifying and continuing to qualify as a corporation described in Section 501(c)(3) of the Code.

Section 2.3. General Powers. The Corporation shall have all the powers granted non-profit corporations under the Nonprofit Act, and all powers granted to charter schools under the Act, and all powers appropriate to a nonprofit Corporation or charter school provided for in other laws of the State of Colorado now in effect or hereinafter enacted, including but not limited to those powers set forth in the Articles, unless otherwise limited in the Articles or these Bylaws,.

ARTICLE III - Board of Directors

Section 3.1. Number. The business and affairs of the Corporation shall be managed and controlled by a Board of directors. The number of Directors shall be no less than five and no more than 11, as determined by resolution of the Board from time to time. No person who is an employee of the school shall be eligible to serve as a member of the Board of Directors. All Board members must sign a Board Member Commitment prior to serving.

Section 3.2. Qualifications. Board members must be a natural person at least eighteen years of age or older who support and are willing to uphold the mission and vision of the School. Board members shall be sought who reflect the qualities, qualifications and diversity determined by the

Board delineated in the Job Description of the Board of Directors, adopted by resolution of the Board, and as amended from time to time. Other qualifications for Directors may be established in the Board policies adopted from time to time. Such requirements shall be published in notices of vacancies or upcoming Director elections that are sent in accordance with Board policies. No person who is an employee of the School shall be eligible to serve as a member of the Board of Directors.

Section 3.3 Staggered Terms; Initial Board.

(a) Staggered Terms. The School's unincorporated organizational founding board ("Founding Board") shall appoint the Board of Directors which initially shall consist of nine (9) members, some of whom may be Founding Board members. The Board of Directors shall have staggered terms so that not more than one-third of the of Board members' terms end at the same time, unless a vacancy needs to be filled. In the case of a board member who must step off of the board before the end of their term, the regular board member recruitment process will be followed, and the new board member will serve out the remainder of the term left for the vacancy.

(b) Initial Board. The initial Board members shall serve terms as follows:

(1) Three (3) Directors shall serve from appointment through five (5) fiscal years;
and

(2) Three (3) Directors shall serve from appointment through four (4) fiscal years;
and

(3) Three (3) Directors shall serve from appointment through three (3) fiscal years.

By way of example, if the School's charter is approved, permanent Directors described are appointed in November, those in (1) above shall serve from the date of such appointment until the fifth annual meeting of the Corporation. Thereafter, all Directors shall serve for three (3) year terms.

Section 3.4. Appointment and Tenure. Directors shall be appointed, by majority vote of Directors then serving on the Board, for a term of either three (3) years, with the term length depending on the preference of the Director and needs of the Board in relation to ensuring a balance of staggered Board terms so as never to have more than one-third of Board members' terms end at the same time. Each Director so appointed shall hold office until the end of their term, but in any event until such Director's successor shall have been appointed and qualified, or until such Director's earlier death, resignation or removal. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

Section 3.5. Vacancies. Any vacancy occurring in the Board and any position to be filled by reason of an increase in the number of Directors may be filled by a majority vote of the Directors then serving on the Board. A Director appointed to fill the vacancy shall be appointed for the unexpired term of his/her predecessor in office. The timeframe for appointing a replacement shall not exceed four months.

Section 3.6. Resignation. A Director may resign at any time by filing a written resignation with the President or another officer the Corporation. A Director's resignation shall take effect as specified in such notice, except that the acceptance of such resignation shall not be necessary to make it effective.

Section 3.7. Removal. Any Director may be removed, with or without cause, by a two-thirds vote of the Directors present at any regular or special meeting at which a quorum is present, or by a majority vote of the Directors present if the entire Board of Directors is present, excluding the Director in question. The reasons for removal of a Director may include, but are not limited to:

- Two (2) consecutive, unexcused absences at regularly scheduled board meetings
- Destructive and/or demoralizing behavior
- Failure to disclose a conflict of interest
- Unethical behavior

Section 3.8. General Powers. Except as otherwise provided in the Nonprofit Act, the Articles, or these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed by, the Board.

Section 3.9. Performance of Duties; Limitation of Liability.

A Director of the Corporation shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board of Directors upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such judgment as an ordinarily prudent person in a like position would use under similar circumstances. In performing his or her duties, in accordance with the Nonprofit Act, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, but he or she shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his or her duties shall not have any liability by reason of being or having been a Director of the Corporation.

Section 3.10. Ethical Expectations of Board Members. Members of the Board of Directors.:

(c) Shall receive no payment of honoraria, excepting reimbursement for reasonable expenses incurred in performance of voluntary School activities in accordance with the School's policies.

(d) Shall serve the School with the highest degree of undivided duty, loyalty, and care and shall undertake no enterprise to profit personally from their position with the School.

(e) All participants on the Board must sign and adhere to both a Board Member Commitment and the adopted Conflict of Interest Policy Acknowledgment and Disclosure Statement.

(f) Shall have no direct or indirect financial interest in the assets or leases of the School unless disclosure is made and approvals obtained by the disinterested Board, as required by law; any Director who individually or as part of a business or professional firm is involved in the business transactions or current professional services of the School shall disclose this relationship and shall not participate in any vote taken with respect to such transactions or services.

Section 3.11. Advisors.

(a) The Principal as part of his or her job duties shall unless otherwise waived in writing by the President, be responsible for attending all Board meetings, or sending a designee, in order to report on and advise the Board as to the status of the carrying out the work of the School in accordance with the policies established from time to time by the Board of Directors.

(b) There will also be one elected teacher representative as a liaison to the Board of Directors. The teacher representative shall be elected each year within fifteen (15) business days of the start of a new School year, by a majority vote of current teachers and shall serve a term of one year but no more than six consecutive years.

ARTICLE IV - Officers

Section 4.1. Number & Type. The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer. Each officer must be an individual who is eighteen years of age or older, and need not be a Director. One person may hold more than one office at a time; provided, however, that one person may not simultaneously hold the office of president and secretary. The Board may also appoint, designate or authorize, or delegate to an officer or committee to appoint, such other managers, assistants and agents, including, without limitation, a chief financial officer, a controller, assistant secretaries and assistant treasurers, as it may consider necessary or useful.

Section 4.2. Appointment and Term of Office.^[U]_[SEP] The Board shall appoint officers each year at its annual meeting. Each officer shall hold office for one year from the end of the meeting at which such officer was appointed; or until (a) the later of such officer's successor shall have been duly appointed and shall have qualified, or (b) such officer's earlier death, resignation or removal.

Section 4.3. Resignation and Removal. Any officer may resign at any time by giving written notice to the President or another officer the Corporation, to be effective as specified therein, except that the acceptance of such resignation shall not be necessary to make it effective. Any officer or agent may be removed by the Board of Directors with or without cause, whenever in its judgment the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer or agent shall not itself create contract rights.

Section 4.4. Vacancies. A vacancy in any office, however occurring, may be filled by the Board for the unexpired portion of the term of such office, provided that the successor shall not take office until the effective date of the predecessor's resignation. However, the Board may remove the officer at any time before the effective date, if not immediate, and fill the resulting vacancy. Notwithstanding the foregoing, in the event that the office of the President becomes vacant, the Vice President shall become President for the unexpired portion of the term, unless the person serving in such offices declines to accept such vacancy.

Section 4.5. Authority and Duties of Officers. The officers of the Corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the President, the Board or these Bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

(a) President. The President shall prepare all agendas and preside at all meetings of the Board acting as chairperson, unless the board by resolution delegates such duties to another person. Subject to the direction of the Bboard, the President shall be the chief executive officer of the Corporation and shall have general and active control of its affairs and business. The President shall have and may exercise such powers and perform such duties as may be assigned from time to time by the Board, and shall additionally have such other powers as described in the Nonprofit Act, unless specifically limited by the Charter Schools Act, these Bylaws, or specific resolution of the Board.

(b) Vice President. The Vice President shall assist the President and shall perform such duties as may be assigned by the President or by the Board. The Vice President shall, at the request of the President, or in the President's absence or inability or refusal to act, perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions on the President.

(c) Secretary. The Secretary shall (i) keep the minutes of the proceedings of the Board and any committees of the Board; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of the Corporation; and (iv) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to such office by the President or by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary. The directors may, however, respectively, designate a person other than the secretary or assistant secretary to keep the minutes of their respective meetings.

(d) Treasurer. The treasurer shall (i) be the principal financial officer of the Corporation with general responsibility for the oversight of the financial affairs of the Corporation; (ii) present financial reports to the Board at every monthly meeting; and (iii) perform all other duties incident to the office of treasurer and such other duties as from time to time may be assigned to the treasurer by the President or the Board. Unless delegated by the Board to an employee or consultant of the Corporation, the Treasurer shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the corporation and shall deposit the same in accordance with the instructions of the Board. The Treasurer or she shall receive and give receipts and acceptances for money paid in on account of the Corporation, and shall pay out of the funds on hand all bills, payrolls and other debts of the Corporation. The Treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The Treasurer shall have such other powers and perform such other duties as may from time to time be prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

Unless otherwise delegated by the Board, the Treasurer shall also be the principal accounting officer of the Corporation, and shall prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state, and federal tax returns, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the president and the board of directors statements of account showing the financial position of the Corporation and the results of its operations.

Section 4.6. Principal. The Board shall hire a Principal, complying with the Colorado Sunshine Act in making such appointment. The Principal, shall, subject to the direction and supervision of the Board, be the chief executive officer of the Corporation and have general and active control of its affairs and business and general supervision of its agents and employees; (ii) see that all resolutions of the Board are carried into effect; (iii) have all powers of a chief administrative officer conferred by law; and (iv) perform all other duties incident to the office of Principal and as from time to time may be assigned to such office by the Board.

ARTICLE V - Meetings

Section 5.1. Annual Meeting; Notice. The Board of Directors may hold its meetings at any place or places within the State of Colorado, as the Board may determine. A regular annual meeting of the Board shall occur upon at least three (3) days' notice to the Board members unless otherwise waived as provided by law, in the last quarter of the fiscal year, before June 30. There shall be at

least 11 other regular meetings of the Board held each year so as to allow for monthly meetings of the Board (or other number as determined by the Board from time to time), and the time and place of such regular meetings may be set by resolution. No notice needs to be given to each Director prior to the date of a regular meeting established by resolution of the Board. The Board may suspend with monthly meetings in July and December, at its election.

Section 5.2. Special Meetings; Notice. Special meetings of the Board may be called by the President or by one third of the Board filing a written request for such a meeting with the President and stating the objective or subject, date, and hour therefore, due notice having been given each Director five (5) calendar days prior to the meeting.

Section 5.3. Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any regular or special meeting of the Board of Directors, and majority vote of a quorum shall suffice to take Board action, except where otherwise required by these Bylaws. A tie vote of the Board constitutes a failure of that item to pass. If less than a quorum is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice, for a period not to exceed sixty (60) days at any one adjournment, but in the absence of a quorum no other business may be conducted.

Section 5.4. Notice; Sunshine Act. Notice of all regular meetings of the Board, an agenda of all items to be discussed at such meetings, and agenda support materials shall be circulated to all Directors prior to the meeting, provided that notice of a schedule of fixed meeting dates shall suffice as the notice required by this section. Any Director may waive this notice of any meeting in writing. The attendance of a Director at any meeting also shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(a) Any director to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

(b) The Board shall conduct all meetings in accordance with the Sunshine Act. No Board action may be taken without a vote in public session of a properly noticed Board meeting. The Board shall annually at the first meeting of the calendar year by resolution, designate the place of posting of notices of Board meetings, as required by the Sunshine Act; and shall cause public notice of Board meetings, which shall include the time and place of the meeting and the agenda, if available shall be given in compliance with the Sunshine Act, at least 24 hours' in advance of such meeting.

Section 5.5. No Proxies. An absentee Director may not designate an alternate or "proxy" to represent him or her at a Board meeting.

Section 5.6. Board Training. New Board members shall be required to attend Board training offered by the Colorado League of Charter Schools or the Colorado Department of Education. The Board shall determine additional training necessary for members to fulfill their duties on an as needed basis.

ARTICLE VI - Committees and Task Forces

Section 6.1. Committees. The Board may, by a resolution adopted by a majority vote of the Board present at a meeting at which a quorum is present, appoint from among the Directors or persons not serving on the Board one or more other committees of the Board, composed of 2 or more persons, for such purposes and with such powers as the Board may provide, except that no such committee or committees shall have or exercise the authority of the Board in the management of the Corporation, and no committee shall: (a) authorize distributions; (b) elect, appoint or remove any Director; (c) amend the articles of incorporation; or (d) adopt, amend or repeal the Corporation's Bylaws. No advisory committee shall have authority to incur any corporate expense or make any representation or commitment on behalf of the Corporation without the express approval of the Board.

Section 6.2. Advisory Boards/Councils. The Board may from time to time form one or more advisory boards, committees, auxiliaries or other bodies composed of such members, having such rules of procedure, and having such chairperson, if any, as the Board shall designate. The name, objectives and responsibilities of each such advisory board/council, and the rules and procedures for the conduct of its activities, shall be determined by the Board, and may be a permanent standing committee or counsel, or an ad hoc one, with limited purpose and span. An advisory board may provide such advice, service, and assistance to the Corporation, and carry out such duties and responsibilities for the Corporation as may be specified by the Board; except that such committee or advisory board may not exercise any power or authority reserved to the Board by the Nonprofit Act, the Articles or these Bylaws.

(a) Following opening of School operations, the School shall establish a School Accountability Committee, composed as provided by and with the duties prescribed by law. C.R.S. §§ 22-7-106 & 107. Accountability Committee members shall serve a one-year term.

ARTICLE VII - Finances; Books and Records, Rules of Order, No Seal

Section 7.1. Fiscal Year. The fiscal year of the School shall begin on July 1 of each calendar year and end on June 30 of the following year.

Section 7.2. Fiscal Limitations.

(a) Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the School. Such authority may be general or confined to specific instances.

(b) Checks and Drafts. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the School shall be signed by such officer or officers, agent or agents of the School and in such a manner as shall be, from time to time, determined by resolution of the Board of Directors.

(c) Deposits. All monies received by the School must be deposited into a bank or other financial institution. All funds of the School not otherwise employed shall be maintained on deposit to the credit of the School in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 7.3. Other Financial Policies and Controls. The Board shall instruct the Executive Director, or Business Manager to develop, in conjunction with the Treasurer, additional fiscal policies and procedures to insure the operation of the School in a fiscally sound and responsible manner.

Section 7.4 Books and Records. The School shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Board and any committees having any of the authority of the Board, and shall keep at its principal office a record giving the names and addresses of the Board members and a list of current members. All books and records of the School may be inspected by any community member, his/her agent or attorney, for any proper purpose at any reasonable time during customary hours of operation of the principal office of the School, in accordance with applicable law. Any books, records, or minutes of the corporation may be in written form or in any form capable of being converted into written form within a reasonable time.

Section 7.5. Rules of Order. In case of conflict or challenge, the Board may use Robert's Rules of Order, Newly Revised (11th ed.) as a non-binding reference on parliamentary procedure. The ruling of the President shall be subject to these Bylaws.

Section 7.6 No Seal — Signatures Sufficient. The Corporation will not use a seal. The signatures of duly authorized persons shall be legal and binding by the Corporation.

ARTICLE VIII - Fiduciary Matters and Legal Compliance

Section 8.1. Indemnification and Insurance.

(a) Scope of Indemnification. The Corporation shall, to the fullest extent permitted by law, indemnify each Director and officer of the Corporation as permissible under the laws of the State of Colorado, including but not limited to the Nonprofit Act and Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 – 120 ("CGIA"), and shall purchase insurance insuring its obligations hereunder or otherwise protecting the persons intended to be protected by this Section 8.1. The Corporation shall have the right, but shall not be obligated, to indemnify any agent of the Corporation not otherwise covered by this Section 8.1 to the fullest extent permissible under the laws of the State of Colorado.

(i) If the Nonprofit Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided herein, shall be further eliminated or limited to the fullest extent permitted by the Nonprofit Act.

(ii) Any repeal or modification of this section shall be prospective only and shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

(b) Liability of Directors. The foregoing indemnification provisions shall not eliminate or limit such director's liability to the corporation for monetary damages for the following: (a) any breach of such director's duty of loyalty to the corporation; (b) any of such director's acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) acts regarding a director's assent to or participation in the making of any loan by the corporation to any director or officer of the corporation; (d) unlawful distributions as described in C.R.S. §7-128-403; (e) any transaction from which such director directly or indirectly derived an improper personal benefit in violation of C.R.S. §7-128-501(2); or (f) any federal excise taxes imposed on such individual under Chapter 42 of the Code.

(c) Savings Clause; Limitation. If any provision of the Nonprofit Act, other applicable Colorado law, or these Bylaws dealing with indemnification shall be invalidated by any court on any ground, then the Corporation shall nevertheless indemnify each party otherwise entitled to

indemnification hereunder to the fullest extent permitted by law or any applicable provision of the Nonprofit Act, other applicable law, or these Bylaws that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the Corporation as an organization described in section 501(c)(3) of the Internal Revenue Code, that would constitute any act of self-dealing (as defined in Section 4941(d) of the Code), a taxable expenditure (as defined in Section 4945(d) of the Code), or that would otherwise result in the imposition of any liability under either section 4941 or section 4958 of the Code.

(d) Provision of Insurance. By action of the Board, notwithstanding any interest of the directors in the action, the Corporation may purchase and maintain insurance, in such scope and amounts as the Board deems appropriate, on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation, against any liability asserted against, or incurred by, him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of these Bylaws or applicable law.

Section 8.2. General Standards of Conduct for Directors and Officers.

(a) Discharge of Duties. Each Director shall discharge the Director's duties as a Director, including the Director's duties as a member of a committee of the Board, and each officer with discretionary authority shall discharge the officer's duties under that authority (i) in good faith; (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the Director or officer reasonably believes to be in the best interests of the Corporation.

(b) Reliance on Information, Reports, Etc. In discharging duties, a Director or officer is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (i) one or more officers or employees of the Corporation whom the Director or officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a public accountant or another person as to matters the Director or officer reasonably believes are within such person's professional or expert competence; or (iii) in the case of a Director, a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence. A Director or officer is not acting in good faith if the Director or officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 2(b) unwarranted.

(c) Liability to Corporation.

(i) A Director or officer is not liable to the Corporation for any action taken or omitted to be taken as a Director or officer, as the case may be, if, in connection with such action or omission, the Director or officer performed the duties of the position in compliance with this Section 2. (ii) To the fullest extent permitted by the Nonprofit Act and any other applicable Colorado law, as it now exists and as it may hereafter be amended, no Director shall be personally liable to the Corporation for monetary damages for breach of any fiduciary or other duty as a Director. Directors shall enjoy immunity from suit to the extent provided in C.R.S. §§7-128-401 and 403, C.R.S. 7-128-501 and in C.R.S. §§13-21115.5, 115.7 & 116, and 42 U.S.C. §§14501, et seq., for volunteers and board members serving charitable corporations, or as otherwise provided by law. However, the foregoing limitations shall not eliminate or limit the liability of a Director to the Corporation: (1) for any breach of the Director's duty of loyalty to the Corporation, (2) for acts or omissions not

in good faith or that involve intentional misconduct or a knowing violation of law specified in sections 7-128-403 or 7-128-501 of the Nonprofit Act, (3) for any transaction from which the Director directly or indirectly derived an improper personal benefit; (4) acts regarding a director's assent to or participation in the making of any loan by the Corporation to any director or officer of the Corporation or (5) any federal excise taxes imposed on such individual under Chapter 42 of the Code.

(ii) The rights and authority conferred in this Section 2(c) shall not be exclusive of any other right that any person may otherwise have or hereafter acquire.

(iii) Neither the amendment, alteration or repeal of this Section 2(c), nor the adoption of any provision inconsistent with this Section 2(c), shall adversely affect any right or protection of a Director of the Corporation existing at the time of such amendment, alteration or repeal with respect to acts or omissions occurring prior to such amendment, alteration, repeal or adoption.

(d) Director Not Deemed to Be a "Trustee". A Director, regardless of title, shall not be deemed to be a "Trustee" within the meaning given that term by trust law with respect to the Corporation or with respect to any property held or administered by the Corporation including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

(e) Duty to Creditors. A Director or officer of the Corporation, in the performance of duties in that capacity, shall not have any fiduciary duty to any creditor of the Corporation arising only from the status as a creditor.

(f) Liability with Respect to a Defunct or Dissolved Corporation. No person shall be liable in contract or tort merely by reason of being a Director, officer, or member of a nonprofit Corporation that was suspended, declared defunct, administratively dissolved or dissolved by operation of law, and the business or activities of which have been continued for nonprofit purposes, without knowledge of the suspension, declaration or dissolution, and the business and activities of which have not been wound up.

Section 8.3. Compensation. Board members and officers of the Corporation shall serve without compensation. However, a Director or officer may be reimbursed his or her actual and reasonable expenses, if any, of attendance at meetings and performance of his or her duties.

Section 8.4. Conflicts of Interest.

(a) Definitions. As used in this Section 8.4, "conflicting interest transaction" means: a contract, transaction, or other financial relationship between the Corporation and a Director or officer of the Corporation, or between the Corporation and a party related to a Director or officer, or between the Corporation and an entity which a Director or officer of the Corporation is a Director or officer or has a financial interest. For purposes of this Section 3, "party related to a Director or officer" shall mean a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or officer or a party related to such Director or officer has a beneficial interest, or an entity in which a party related to a Director is a director, officer, or has a financial interest.

(b) Disclosure; Abstaining from Voting. A Director with a potential conflict in a conflicting interest transaction shall disclose that interest to the Board as a whole. Such Director may make a presentation to the Board, but after such presentation, the Director shall recuse himself

form voting on the matter and shall excuse himself or herself from the meeting during further discussion of and voting upon the issue, so as to not hamper open discussion or suppress open voting with respect to the matter.

(c) Prohibition Against Loans to Directors or Officers. No loans shall be made by the Corporation to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Corporation for the amount of such loan until repayment thereof.

(d) Approval of Conflicting Interest Transactions; Rule of Decision. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes, approves, or ratifies the conflicting interest transaction. Where an interested Director has been counted as part of a quorum but abstains from voting, the affirmative vote of a majority of the disinterested directors, even if the disinterested directors are less than a quorum, shall suffice to take action.

Section 8.5. Other Conflict Policies. The Board and officers of the Corporation shall comply with conflicts of interest policies adopted and required to be maintained for federal tax-exempt status, and that may be required under its charter contract, or that such persons may be otherwise bound by under applicable law.

Section 8.6. Liability of Directors for Unlawful Distributions.

(a) Liability to Corporation. A Director who votes for or assents to a distribution made in violation of the Nonprofit Act or the Articles of the Corporation shall be personally liable to the Corporation for the amount of the distribution that exceeds what could have been distributed without violating the Nonprofit Act or the Articles if it is established that the Director did not perform the Director's duties in compliance with the general standards of conduct for Directors set forth in this Article VIII.

(b) Contribution. A Director who is liable under Section 4(a) for an unlawful distribution is entitled to contribution: (i) from every other Director who could be liable under Section 4(a) for the unlawful distribution; and (ii) from each person who accepted the distribution knowing the distribution was made in violation of the Nonprofit Act or the articles of incorporation, to the extent the distribution to that person exceeds what could have been distributed to that person without violating the Nonprofit Act or the Articles.

ARTICLE IX - Amendments; Dissolution.

Section 9.1 Amendments.

Unless otherwise provided by the Act, the Bylaws of the School may be amended at any regular or special meeting of the Board. These Bylaws may be altered, amended, or repealed only by the affirmative vote of a majority of the full Board. However, notwithstanding anything to the contrary above, Sections 1.3, 14.4, 2.1, and 2.2 may only be altered, amended, or repealed by the affirmative vote of three-fourths (3/4) of the full Board, at a meeting held after at least fifteen (15) days' prior notice and such item shall have been on the posted agenda.

Section 9.2 Dissolution. The School may only with this Section. A proposal to dissolve by the affirmative vote of three-fourths (3/4) of the full Board, at a meeting held upon at least fifteen (15) days' notice shall have been on the posted agenda.

Section 9.3 Distribution of Assets Following Dissolution. As a not-for-profit corporation, no member or officer may be unduly enriched from assets of the corporation. All assets are held solely for the support of the School. Upon dissolution, following payment of all debts, claims, and obligations of the School, the remaining assets shall be distributed as provided in the Articles.

ARTICLE X - Amendments; Dissolution.

Section 10.1 Notice; Waiver of Notice. In addition to any other specific notice provisions provided herein, all notices that are required or may be given under these bylaws shall be deemed given and shall be effective: (i) when delivered personally, (ii) when sent by private carrier, upon verification of delivery or refusal by signature or otherwise, (iii) when sent by mail, upon deposit in the United States mail, properly addressed, with postage pre-paid; or (iv) when sent by facsimile, electronic communication, email, or other form of wire or wireless communication, upon confirmation of receipt or refusal. Whenever notice is required by law, by the Articles or by these bylaws, a waiver thereof in writing signed by the Director or other person entitled to said notice, whether before, at, or after the time stated therein, shall be equivalent to such notice.

Section 10.2. Policy Manual and Conflicts. The policies of the Corporation, as adopted by the Board from time to time, shall be recorded and maintained by the Secretary in a separate policy manual. In the case of conflict between the provisions of the Articles, these Bylaws, and the policy manual, the Articles shall control. In the case of conflict between these Bylaws and the policy manual, these Bylaws shall control.

Section 10.3. Gender. The masculine gender is used in these bylaws as a matter of convenience only and shall be interpreted to include the female and neuter genders as the circumstances indicate.

Section 10.4. Construction and Terms. If there is any conflict between the provisions of these the Articles, these Bylaws and the policies of the corporation, the provisions of the Articles shall govern, and the provisions of these bylaws shall be second in priority. Should any of the provisions or portions of these bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.

Section 10.5. Definitions. Except as otherwise specifically defined or provided in these Bylaws, all terms used in these Bylaws shall have the same definitions as in the Nonprofit Act. All references in these Bylaws to a section or sections of the Code shall be to such sections of the Internal Revenue Code as amended from time to time, or to corresponding provisions of any future federal tax code.

ATTACHMENT 3 – SELECTED STATE AND FEDERAL LAWS APPLICABLE TO CHARTER SCHOOLS

Governance, Records, and Charter Schools

1. Colorado Charter Schools Act: 22-30.5
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. Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (together ESSA): 20. U.S.C. 6301 *et seq.*, and 34 CFR Part 200, as amended
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
22. Instruction in the Constitution: 22-1-108, 109

23. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
24. On-line programs: 22-33-104.6
25. Participation in sports and extra-curricular activities: 22-32-116.5
26. Content standards: 22-7-407
27. Concurrent Enrollment Programs Act: 22-35-101 *et seq.*

Exceptional Students

28. Discipline of students with disabilities: 20 U.S.C 1415(k), 34 C.F.R. 519-529
29. Exceptional Children's Educational Act: 22-20-101 *et seq.*
30. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. 794
31. Americans with Disabilities Act: 42 U.S.C. 12101
32. Individuals with Disabilities Educational Act: 42 U.S.C. 1401 *et seq.*
33. English Language Proficiency Act: 22-24-101 *et seq.*

Finance

34. School Funding Formula: 22-54-104(3)
35. Funded pupil enrollment: 22-54-103(10)
36. Tuition: 22-20-109(5), 22-32-115(1) and (2), 22-54-109
37. Fees: 22-32-110 (1) (o) and (p), 22-32-117
38. Allocation of funds to a capital reserve fund: 22-54-105(2)(b)
39. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
40. Allocation of funds for instructional supplies and materials: 22-54-105(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
The STEAD School
Board Member Certification Form

Note: The purpose of this document is to provide disclosure. The STEAD School ("Charter School") and its board of directors 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 Charter 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.

(Name) Charter School
Board Member Certification Form

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).

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

ATTACHMENT 5: EDUCATION MANAGEMENT PROVIDER (EMP) AGREEMENT REQUIREMENTS

1. The maximum term of an EMP agreement must not exceed the term of the charter contract. The School shall have the right to terminate the EMP agreement without cause or a financial penalty. The fee provision of the EMP agreement shall be renegotiated on an annual basis and shall not automatically adjust.
2. EMP agreements must be negotiated at 'arms-length.' The School's board and EMP must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the EMP agreement shall interfere with the charter board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the School. No provision of the EMP agreement shall prohibit the charter board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Colorado Sunshine Law.
4. An EMP agreement shall not restrict the charter board from waiving its governmental immunity or require a charter board to assert, waive or not waive its governmental immunity.
5. No provision of an EMP agreement shall alter the charter board's treasurer's legal obligation to direct that the deposit of all funds received by the School be placed in the School's account.
6. EMP agreements must contain at least one of the following methods for paying fees or expenses: 1) the charter board may pay or reimburse the EMP for approved fees or expenses upon properly presented documentation and approval by the charter board; or 2) the charter board may advance funds to the EMP for the fees or expenses associated with the School's operation provided that documentation for the fees and expenses are provided for charter board ratification.
7. EMP agreements shall provide that the financial, educational and student records pertaining to the School are School property and that such records are subject to the provisions of the Colorado Open Records Act. All School records shall be physically or electronically available, upon request, at the School's physical facilities. Except as permitted under the charter contract and applicable law, no EMP agreement shall restrict the District's access to the School's records.
8. EMP agreements must contain a provision that all finance and other records of the EMP related to the School will be made available to the School's independent auditor.
9. The EMP agreement must not permit the EMP to select and retain the independent auditor for the School.
10. If an EMP purchases equipment, materials and supplies on behalf of or as the agent of the School, the EMP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the School.
11. EMP agreements shall contain a provision that if the EMP procures equipment, materials and supplies at the request of or on behalf of the School, the EMP shall comply with competitive

bidding processes and shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

12. EMP agreements must contain a provision that clearly allocates the respective proprietary rights of the charter board and the EMP to curriculum or educational materials. At a minimum, EMP agreements shall provide that the School owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the School; or (ii) were developed by the EMP at the direction of the School's governing board with School funds dedicated for the specific purpose of developing such curriculum or materials. EMP agreements may also include a provision that restricts the School's proprietary rights over curriculum or educational materials that are developed by the EMP from funds from the School or that are not otherwise dedicated for the specific purpose of developing School curriculum or educational materials. All EMP agreements shall recognize that the EMP's educational materials and teaching techniques used by the School are subject to state disclosure laws and the Open Records Act.

13. EMP agreements involving employees must be clear about which persons or positions are employees of the EMP, and which persons or positions are employees of the School. The EMP agreement shall prohibit the EMP from leasing employees to the School and shall prohibit co-employment of School and EMP employees.

14. EMP agreements must contain insurance and indemnification provisions outlining the coverage the EMP will obtain. The EMP's insurance is separate from and in addition to the insurance for the charter board that is required according to the charter contract. Insurance coverage must take into account whether or not staff at the School are employees of the EMP or the School.

15. Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School program, and shall not include any costs for the marketing and development of the EMP. Other reimbursable costs of EMP charged to the School, including, but not limited to, overhead, corporate, and travel costs, shall be defined with reference to specific dollar amounts.

16. If the School intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the EMP, then such agreements must be separately documented and not be a part of or incorporated into the EMP agreement. Such agreements must be consistent with the School's authority to terminate the EMP agreement and continue operation of the School.

17. The EMP agreement shall provide for the annual performance evaluation of the EMP in accordance with School policy. The EMP performance evaluation shall be subject to state disclosure laws, including, but not limited to, the Open Records Act.

ATTACHMENT 6: AUTOMATIC WAIVERS OF STATE LAWS

Pursuant to the C.R.S. 22-30.5-105, the School requests waivers of certain Colorado Revised Statutes to enable the school to better accomplish its mission, goals, and implement its educational program.

Automatic Waiver List as of 11/1/2019	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

ATTACHMENT 7: ADDITIONAL REQUESTS FOR WAIVER OF STATE LAWS AND/OR REGULATIONS

Non-Automatic Waivers from Colorado Statutes

The School also requests the District to apply on its behalf to the State Board of Education for waiver of the other state laws set forth below. The School requests all such waivers for the duration of this Charter Contract.

Non-Automatic Waivers from The STEAD School Application	
State Statute Citation	Description
C.R.S. §22-9-106	Local board duties concerning performance evaluations for Licensed Personnel
C.R. S §22-2-112(1)(q)(I)	Reporting performance evaluation ratings
C.R.S. § 22-32-109(1)(n)(II)(B)	Adopt district calendar
C.R.S. § 22-9-108	Evaluator training - universities and colleges – duties
C.R.S. §22-30.5-525	Individual Career and Academic Plans
C.R.S. § 22-32-109(1)(cc)	Adopt dress code policy
C.R.S. § 22-63-201	Teacher Employment Act -Compensation & Dismissal Act- Requirement to hold a certificate
C.R.S. § 22-32-109.7	Selection of personnel
C.R.S. § 22-63-205	Teacher Employment Act-Exchange of teachers out of state or foreign
C.R.S. § 22-63-204	Teacher Employment Act-Receiving moneys from sale of goods
C.R.S. § 22-63-206	Teacher Employment Act-Transfer of Teachers
C.R.S. § 22-63-203	Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal
C.R.S. § 22-32-110(1) (ee)	Local Board Powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-63-202	Teacher Employment Act - Contracts in writing, damage provision
C.R.S. § 22-32-109(1)(b)	Local Board Duties Concerning Competitive Bidding
C.R.S. § 22-32-109(1)(n)(I)	Local Board Duties Concerning School Calendar
C.R.S. § 22-32-109(1)(n)(II)(A)	Determine teacher-pupil contact hours

ATTACHMENT 8: WAIVERS OF DISTRICT POLICIES

Superintendent Policy Waivers from The STEAD School Application	
Superintendent Policy	Description
Instruction: IA	Instructional Goals Learning Objectives
Instruction: ID	School Day
Instruction: IGA	Curriculum Development
Instruction: IHA	Basic Instructional Program
IKA	Grading Assessment System
D (all categories)	Fiscal Management
JK	Code of Conduct
FA	Facilities Development
FBA	Facilities Planning Adviser
FBA - R	Facilities Planning Adviser
FBA – FEA	Educational Specifications
FF	Naming of Facilities
FED-R	Construction Contracts Bidding and Award

ATTACHMENT 9A: CURRENT DEMOGRAPHICS FOR DISADVANTAGED STUDENTS

**STEAD Enrollment Targets
Educationally Disadvantaged Students**

	FRL	IEP	ELL	Homeless	Migrant	Total Students
BHS	663	168	117	33	11	1816
PVHS	584	174	108	8	4	1771
RRHS	270	74	48	4	0	889
I&O	107	36	16	6	2	293
ERA	123	17	13	1	0	522
Total	1747	469	302	52	17	5291
Total %	33.0%	8.9%	5.7%	1.0%	0.3%	

ATTACHMENT 9B. STUDENT RECRUITMENT PLAN ¹

Parent, Student and General Community Outreach

The STEAD School (STEAD) will recruit students from the nine-district middle and K-8 district charter schools located in 27J Schools. STEAD expects to open in August 2021 with its inaugural 9th grade class, giving the Board of Directors two years to perform family and community outreach. The first round of outreach to introduce families to STEAD took place from March to July 2019. The Founding Board held three “cluster” family meetings hosted at Landmark Academy, Prairie View Middle School, and Vikan Middle School. A “cluster” family meeting is a family meeting that includes attendance of three to four different neighborhood school families at one meeting. The Founding Board believed this was the best approach given the end of the school year was approaching and the board is committed to introducing all families to STEAD before the charter application is submitted. The Founding Board invited parents and guardians of current 5th and 6th grade families and students and community members.

Post Charter Application Approval Outreach

Pending SD27J’s approval of STEAD’s application, the following community and family outreach activities will be conducted during the 2019-20 school year. Once the principal is hired, she or he will put together a YO community and family outreach plan.

Timeline	Outlet	Activity
Fall 2019 to August 2021	Print Media	Pitch or post articles in the following publications: 1. Reunion Living: featured article about its Board of Directors, and a profile about the principal once hired. 2. Commerce City Connected 3. The Brighton Buzz 4. YourHub Section of the Denver Post
	Social Media	Post information about upcoming recruitment events and the development of the facility on: 1. Facebook 2. Instagram
	SD27J Elementary and Middle Schools	1. The Board of Directors and STEAD principal upon hiring, will meet with each and guidance counselor of each district elementary and middle school and district charter K-8 school whom is willing.

¹ This plan is taken from Evidence of Support section, pages 27 – 30, of The STEAD School charter application.

		<p>2. The Board of Directors and STEAD principal upon hiring will host meetings at each of the district elementary and middle schools and district charter K-8 school whom is willing.</p> <p>3. The Board and STEAD principal upon hiring, will send school updates to the Parent Teacher Organization about updates on the school and outreach events in the community.</p>
	Churches	The Board of Directors and STEAD principal upon hiring will hold a table at the Orchard, Landmark, and The Landing Place Churches on Sundays and attend church events to inform families about STEAD.
	Community Events	TBD once the community events calendar is available
January 2020 and 2021	National Western Stock Show and National Western Center	STEAD will engage leadership at the National Western Center (NWC) and the National Western Stock Show (NWSS) to determine a range of opportunities for the school's Board and its families to volunteer and to participate in events and activities at the complex, including the possibility of a booth to promote STEAD and its program offerings (i.e. annual food symposium preview) as part of our bridge building between rural, urban, and suburban community outreach.

At-Risk Students

In order to ensure that at-risk students, families, and community members understand how to enroll in STEAD, the Founding Board targeted and will continue to target the northern portion of the SD27J boundaries. To further these efforts, all of our marketing material will be translated into Spanish. The Board of Directors, the principal, once hired, will work closely with the Reunion and Commerce City Parks and Recreation Departments to meet students and families during seasonal sport league games and practices.

In addition, as shared in the recruitment table above, the Board of Directors and the principal, once hired, will meet with pastors from local churches to share information about STEAD and hold a table on Sundays and during community events as churches are heavily attended by SD27J community. In addition, the Board of Directors and principal will work closely with Adams County Human Services Department and Community Uplift Partnerships (CUP) to inform families about STEAD.

**ATTACHMENT 10 - ENROLLMENT PREFERENCES, SELECTION METHOD,
AND ENROLLMENT TIMELINE AND PROCEDURES**

The STEAD School Enrollment Policy

The following priorities are applied each year in connection with implementation of the School's enrollment lottery:

- First priority for enrollment shall be given to students who were enrolled in the previous year, whether or not District residents.
- Second priority for enrollment will be given to children who at the time of initial enrollment are children in the household of certified Founding Families (as defined in the School's Charter Application).
- Third priority for enrollment will be given to applicants who are siblings of currently enrolled students at the School and siblings of students who are admitted in the current enrollment process.
- Fourth priority for enrollment will be given to children of full-time employees of the School.
- Fifth priority for enrollment will be given to new students who are District residents.
- Sixth priority for enrollment will be given to new students who are not District residents.

The second and fourth priorities combined may comprise no more than 20% of the enrolled students.

Weighted Lottery – Subject to approval of CDE

To ensure the School meets or exceeds the District's percentage of students identified as educationally disadvantaged under Section 1115(b)(2) of ESEA, applicants meeting one of the below criteria shall receive two lottery entries in their qualifying priority category:

- Economically disadvantaged students eligible for free or reduced priced lunch
- Students with disabilities identified with an IEP
- Migrant students
- English Language Learners
- Neglected or Delinquent Students
- Homeless Students

ATTACHMENT 11 - Purchased Services

C. OPTIONAL SERVICES (C.R.S. 22-30.5-112(2)(b) and (a.8)(l))

1. Intra-District Mail	1.12	per funded pupil
2. Field Trip Transportation*	321.00	per 100 mile trip
3. Athletic Trip Transportation**	3.21	per mile
4. Special Education Transportation	4.31	per mile, prorated
5. Alert Now	1.69	per funded pupil
6. Website Management	0.73	per funded pupil
7. Summer School (administrative overhead)***	1.64	per funded pupil
8. Special Education****		
8a. Speech language pathologist	\$65-85	per hour
8b. School psychologist	\$65-85	per hour
8c. School social worker	\$65-85	per hour
8d. Occupational therapist	\$65-85	per hour
8e. Physical therapist	\$65-85	per hour
8f. Visual impairment consultation services	\$65-85	per hour
8g. Orientation and mobility training services	\$65-85	per hour
8h. Audiology assessment and consultation services	\$65-85	per hour
8i. Hearing impairment consultation services	\$65-85	per hour
8j. Assistive technology evaluation	\$65-85	per hour
8k. Assistive technology training	\$65-85	per hour

ATTACHMENT 12 – Direct Costs

A. CENTRAL ADMINISTRATIVE OVERHEAD COSTS 22-30.5-111.5 (1)(f)(I & II)

1. Support services - general administration	1,585,547
2. Salaries and benefits for administration job classifications in support services - business	565,665
3. Salaries and benefits for administration job classifications in support services - central	454,249
subtotal	2,605,461
FY19 Estimated Administrative Overhead Cost	570,360
Cost per funded pupil	\$147.00

B. DIRECT COSTS C.R.S. 22-30.5-111.5 (1)(f)(III)

1. Charter School Liaison Services	10,100
2. Financial Services	1,532
3. Student Services	116,750
4. Student Information System	67,992
5. Other State Reporting Support	34,505
FY19 Estimated Direct Costs	230,879
Cost per funded pupil	\$60.00