

**Charter School Renewal Contract
between
Adams 12 Five Star Schools
and
Stargate Charter School**

July 1, 2024 - June 30, 2029

Attachments

Attachment 1:	School Mission, Vision and Educational Program
Attachment 2:	School Goals and Improvement Strategies
Attachment 3:	Selected State and Federal Laws Applicable to Charter Schools
Attachment 4:	Conflict of Interest Disclosure Board Member Certification Form
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CHARTER SCHOOL RENEWAL CONTRACT

1.0 Introduction and Recitals.

THIS CHARTER SCHOOL RENEWAL CONTRACT, made as of this 5th day of June, 2024 and effective July 1, 2024 (“Contract”), is between **Adams 12 Five Star Schools** (the “District” or “Authorizer”) and **Stargate Charter School**, a charter public school organized as a Colorado non-profit corporation (the “School” or “Stargate”). District and School are referred to collectively, as the “parties” and individually, as a “party.”

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

WHEREAS, pursuant to the Charter Schools Act, in 1994, the District Board of Education (“District Board”) adopted a Resolution approving the School's charter school application (the “Application”) and granting the School a charter; and

WHEREAS, the District Board has successively renewed the School's charter, with the most recent renewal expiring on June 30, 2024; and

WHEREAS, the School submitted its renewal application to the District by the December 1, 2023 deadline; and

WHEREAS, on February 7, 2024, the District Board adopted a Resolution approving the renewal of the School's charter and granting the School a renewal term of five years from July 1, 2024 to June 30, 2029 pursuant to this Contract; and

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

2.0 Continuation of School.

2.1 Term.

This Contract is effective as of July 1, 2024 and shall continue through June 30, 2029. Although this Contract is for operation of the School for a period of five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current fiscal year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. The School may apply for renewal of this Contract in accordance

with procedures set forth in state law and District policy/regulation. The parties further agree that any financial obligations on the part of the School contained in this Contract is subject to annual appropriation by the School and the parties agree that the School has 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. This Contract may be renewed for an additional period upon application for renewal in accordance with the state law and District Board approval of the renewal application.

2.2 Charter School Legal Status.

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

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 5.5 of this Contract. Further, the School is a public entity within the meaning of C.R.S. § 24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act C.R.S. § 24-10-106 ("CGIA"), and is a local public body within the meaning of C.R.S. § 24-6-402(1)(a), and therefore subject to the Colorado Sunshine Act and the Colorado Open Records Act (both defined in Section 4.3 below).

3.0 District-School Relationship.

3.1 District Rights and Responsibilities.

- A. Authority and Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations, and District policies and regulations. All records established and maintained in accordance with the provisions of this Contract, District policies and regulations, and federal and state law and regulations shall, subject however, to the limitations set forth in the below, be open to inspection and review and made available in a timely manner to District officials who have legitimate educational

interests in such records within the meaning of the Family Educational Rights and Privacy Act 20 U.S.C. § 1232g, *et seq.* ("FERPA"). Records include, but are not limited to, the following:

- i. School records including but not limited to student cumulative files, policies, special education and related services;
- ii. Financial records;
- iii. Educational program, including test administration procedures and student protocols;
- iv. Background checks, personnel and teacher licensing records of school employees to same extent such records could be shared by the Colorado Department of Education ("CDE") and the District under, and subject to the same conditions as are stated in, C.R.S. §22-2-111(3)(a), §22-2-119, and §22-32-109.8;
- v. School's operations, including health, safety and occupancy requirements; and
- vi. Inspection of the School facility(ies).

Notwithstanding anything to the contrary herein, the District shall not have access to: (1) documents constituting communication with the School's attorney concerning a matter with which the District may have a conflict of interest, or 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.

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

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification shall be made within five (5) business days (as defined below) of its receipt by the District and shall include information about the substance of complaint taking into consideration any complainant's request for anonymity.
- C. School Health or Safety Issues. The School shall utilize and follow the District's current school crisis plan, the District's emergency response policy, and the District's threat assessment management system. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety. The School shall purchase and maintain a radio that is compatible with the District's emergency radio

system and shall notify the District as soon as reasonably possible when a significant incident occurs at the School materially threatening either the health or safety of one or more persons at the School facility, to ensure communication and coordination between the School, the District, and health and safety personnel. The School shall be responsible for its own fire and lockdown drills in accordance with applicable state law and District policy. The School shall operate a detailed visitor management system designed to provide safety to students and staff.

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

- D. Access to Data and Information. The District will timely provide, but no later than ten (10) business days, the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, School Performance Framework, Elementary and Secondary Education Act, P.L. 107-110 ("ESEA") school improvement status, Adequate Yearly Progress (as defined in the ESEA, accreditation, special education, and funding information.
- E. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, the District shall provide to the School the data used by the CDE to conduct its analysis of the School's performance and CDE's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it reasonably determines to be valid to CDE in accordance with CCR 301-1-10.0. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement and the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.1 of this Contract.

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

- i. Not spend additional local revenues authorized pursuant to C.R.S. §22-54-107.5, §22-54-108, and §22-54-108.5 or proceeds from bonded indebtedness incurred pursuant to C.R.S. §22-42-101, *et seq.* that are allocated for a school authorized by one authorizer to support a school authorized by a different authorizer.
- ii. Submit to the District an annual audit including notes and required supplementary information of all schools and facilities of the School operating within the District.
- iii. At the conclusion of the audit, submit to the District an electronic data file (trial balance) in compliance with the state chart of accounts generated from the annual audit, which uses modified accrual basis of accounting for governmental funds and accrual basis of accounting for proprietary funds.

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

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

3.2 School Rights and Responsibilities.

- A. Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. The School shall be given reasonable notice of the adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The obligations herein include maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School shall ensure that records for students enrolling in other schools are transferred in a timely manner following request for the same. Financial records shall be posted in accordance with the Financial Transparency Act and reconciled and updated as required therein. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements, subject to Section 3.1.A. above.
- B. Notification Provided to the District.
 - i. Timely Notice. The School shall timely but in no event later than five (5) business days notify the District (and other appropriate authorities) in the following situations:
 - a. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
 - b. Any formal demand letter or other explicit threat to sue or file a complaint.
 - ii. Immediate Notice. The School shall immediately notify the District of any of the following:
 - a. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements or policies, or applicable federal and/or state law;
 - b. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility;
 - c. The arrest, dismissal, or resignation of any members of the Charter Board (defined in Section 4.1 below) or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Additionally, the School shall follow all reporting as required in C.R.S. § 22-30.5-110.7(5)(a) & (b) and other relevant laws;
 - d. Misappropriation of funds;

- e. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;
 - f. Any change in its corporate status with the Colorado Secretary of State's Office that is not cured within 60 days following notice of the same; or
 - g. Any circumstances requiring lockdown, emergency procedures or any other action that may affect health or safety of School students or personnel.
- C. **Compliance.** The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5. A list of some but not all of the federal and state laws with which the School must comply are listed in Attachment 3. Lack of inclusion in Attachment 3 does not excuse noncompliance or non-performance by the School.
- D. **Nonreligious, Nonsectarian Status.** The School agrees that it shall operate in all respects as a nonsectarian, nonreligious, non-home-based public school. The School shall not be affiliated with any nonpublic sectarian school or religious organization, consistent with applicable law.
- E. **Commitment to Nondiscrimination.** The School is responsible for conducting its operations in a manner consistent with Title IX and other applicable nondiscrimination laws. The School shall comply with all applicable federal, state and local laws, rules and regulations prohibiting discrimination on the basis of race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability, the need for special education services, or any other protected category.
- F. **Reports.** The School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include but are not limited to those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed, or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Contract, and the District may take actions outlined in this Contract or as otherwise permitted by law.
- i. **Unique School Objectives.** The School shall annually provide the District with a report no later than August 31 identifying the progress that the School has made on each of its unique objectives included in Section 7.1 and Attachment 1 during the prior school year.
 - ii. **Required financial reports** described below, in addition to posting

required financial transparency on-line in accordance with C.R.S. §22-44-301, *et seq.* (including budget summary and CDE-18 format).

- a. Proposed Budget - May 31.
- b. Projected enrollment - December 1.
- c. Charter Board approved budget - June 30.
- d. Monthly financial reports - within 15 days of the close of the month.
- e. Annual audit - September 26.
- f. Electronic data file (trial balance) - September 26.
- iii. School calendar – April 1 before the next school year.
- iv. Health and safety information including report of previous year's fire and emergency drills and updated emergency plans, emergency contact information - August 15.
- v. Governance information:
 - a. Charter Board membership (i.e., names/ contact info, term length and expiration) - August 1.
 - b. Signed Board Member certification form regarding conflict of interest disclosures (substantially in the form of Attachment 4) - August 1.
 - c. Current Bylaws - within ten (10) business days after any material changes (See Section 4.1).
 - d. Current Articles of Incorporation - within ten (10) business days after any material changes.
- vi. Insurance certification for policies required in Section 5.4 below - July 1.
- vii. Proof of licensure, certification and/or qualifications for all applicable employees - prior to or immediately upon hire.
- viii. CDE Data Pipeline reports - ongoing and regularly, and under no circumstances later than 5 business days before any such report is due to CDE from the District.
 - a. Snapshots
 - b. Year-Round Collections
 - c. Periodic Collections
- ix. Financial reporting (due with annual audit).
- x. A copy of the School's current recruitment and enrollment plan required per Section 6.2, and evidence of reasonable progress towards the required student demographic goals, including student diversity and the percentage of enrolled students eligible for free or reduced lunch programs- July 1.
- xi. Per C.R.S. §22-32-109.1, the School shall comply with the Colorado Safe Schools Act and complete the required information annually by August 31. The School shall submit the information to the individual or office designated in advance by the District regarding safety and security. The District shall be responsible for communicating the information to proper authorities.

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

- G. Indemnification. To the extent permitted by law, the School and District each agrees to indemnify and hold each other and their respective employees, directors, officers, and agents harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, or agents. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the CGIA, TABOR, or other applicable law.
- H. Procedures for Articles of Incorporation and Bylaws Amendments. The School shall follow any requirements of the Colorado Revised Nonprofit Corporation Act, C.R.S. §§ 7-121- 101 *et seq.* (the “Nonprofit Act”), in amending its articles of incorporation and bylaws and shall provide the District with notice of any material changes (as defined in Section 4.1 below) within 10 business days following adoption of the same. The bylaws or policies of the School shall include a requirement that each Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in Attachment 4.
- I. District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the Colorado Board of Education (the "State Board"), shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.
 - i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
 - ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Article and Section of this Contract or the law or agreement that is in dispute and the grounds for the position that such matter is in dispute. The matter shall be immediately submitted to the President of the School and the Superintendent of the District and President of the District Board, or their respective designees,

for further consideration and discussions to attempt to resolve the dispute.

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

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

- i. Withholding up to 10 Percent of the Funds Due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include but are not limited to failure to submit reports listed in Section 3.2.F. by the established deadlines, submitting reports in an incorrect format

- or with errors that cause the reports to be ineligible for submission or rejected, failure to submit other required information or records by the date requested, or failure to submit a budget to the District that meets the requirements of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5 -112(9).
- ii. Submitting a Plan to the District to Remedy the Deficiency. The District may require the submission by the School of a plan to remedy the deficiency. The School shall develop the plan and submit it to the District for review and comment. The District may require the School to review and revise the plan if it reasonably determines that the plan is not or will not be effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives as described in this Contract or District accreditation requirements after a reasonable period of time, to implement its educational program as described in this Contract, or fails to complete two or more required reports by the established deadlines.
 - iii. Seeking Technical Assistance. The District may require the School to seek technical assistance from the CDE or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.
 - iv. Exercise of Emergency Powers. The District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §§ 22-30.5-701, *et seq.*, if the conditions of an emergency exist, as defined therein.
- K. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in C.R.S. §§ 22- 30.5-701, *et seq.*, the District shall, to the extent practicable, engage in a due process procedure below.
- i. The District shall give the School written notice of breach or deficiency. The notice shall state the breach or deficiency, the basis for the finding, the reasonable time by which the District expects the deficiency to be remedied, and the expected remedy, unless specifically designated as being in the School's discretion in an approved remedy plan for approval.
 - ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach or deficiency has occurred. In a non-emergency situation, this means the President of the School and the Charter Board Chair, if not the same, or designee shall be given an opportunity to meet with the Superintendent of the District and the President of the District Board or their designees to discuss the notice within five (5) business days.

- iii. If the breach or deficiency is not cured within the time specified in the notice, the District may apply remedies described in Section 3.2(J)(i) through (iv).
- L. District Violations of Law or this Contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate dispute resolution procedures in accordance with Section 3.2 (I), or seek other remedies provided by law.
- M. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth C.R.S. §§ 22-30.5-701, *et seq.*, it shall follow the procedures set forth therein.

4.0 School Governance.

4.1 Governance.

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

4.2 Corporate Purpose.

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

4.3 Transparency.

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

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

recorded meetings, and meeting notices.

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

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

- A. Charter Board membership and contact information for the Charter Board and Officers of the School;
- B. A prominently highlighted widget for machine translation of all website content into other languages;
- C. Content access for individuals with disabilities;
- D. Charter Board annual meeting calendar; and
- E. Prominently on the School's homepage the name, email address, and phone number for the School's designated Title IX/Nondiscrimination Coordinator, and a link to the Title IX and Nondiscrimination policies.
- F. The School's Student Code of Conduct and the Charter Board Policies.

4.4 Complaints.

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

4.5 Contracting for Core Educational Services.

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

5.0 Operation of School and Waivers.

5.1 Operational Powers.

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract, the Charter Schools Act, and the Nonprofit Act): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; purchasing, leasing, and sale of facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with applicable law and this Contract; and adoption of policies and Bylaws consistent with the terms of this Contract.

5.2 Transportation.

The School shall be solely responsible for providing transportation services, if any, to students attending the School. This includes any transportation provided as a related service to students with disabilities in accordance with their Individualized Education Programs (IEPs) for which transportation is identified as part of the IEP, except as the same may be recovered from another school district.

5.3 Food Services.

The School shall be responsible for providing food services, if any, to students attending the School, in accordance with C.R.S. § 22-32-120. If the School provides food service to its students, it shall implement a program to provide free and reduced price meals to qualifying students (through utilization of the CDE Family Economic Data Survey if appropriate) that attend the School.

5.4 Insurance.

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

- Comprehensive general liability - \$2,000,000 per occurrence; \$5,000,000 aggregate.
- Officers, directors and employees' errors and omissions - \$2,000,000.
- Property insurance - As required by landlord.
- Motor vehicle liability (if appropriate) - \$1,000,000.
- Bonding (if appropriate).
- Minimum amounts: \$25,000.

Maximum amounts: \$100,000.

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

Bus Transportation liability (if applicable, and as required by state law).

The District shall provide timely notice if coverage limits are changed but no less than 90 business days, and any such changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A- VII." Non-rated insurers must be approved by the District. Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District. The School shall provide certificates of insurance to the District's Director of Risk Management by July 1, annually. All of the School's insurance policies purchased by the School shall, to the extent obtainable in the commercial marketplace, provide that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the District's Director of Risk Management. The School shall notify the District's Director of Risk Management within ten (10) days if for any reason there is a lapse in insurance coverage or that the School cannot obtain the required coverages. The School is solely responsible for any deductibles payable under the policies purchased by the School.

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

5.5 Waivers.

- A. General. In general, waivers are neither necessary nor appropriate when a statute, rule or policy by its express terms does not apply to a charter School, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute, rule or policy arguably applies to the School and is inconsistent with the School's operational or educational needs.
- B. State Laws and Regulations.
 - i. Automatic Waivers. Pursuant to C.R.S. § 22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. § 22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is not required to submit a replacement plan, or statement, to CDE, to specify the manner in which the School intends to comply with the intent of the state statute or State Board rule.
 - ii. Procedures for additional non-automatic waiver requests. The

- District Board agrees to jointly request waiver of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 7. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.
- iii. Subsequent Waiver Requests. The School may request additional non-automatic waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board if the District Board first approves the request. The District 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.

C. District Policies.

- i. Waivers. The School shall be granted certain waivers from District policies set forth in Attachment 8 to the extent permitted by state law.
- ii. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.
- iii. For District policies that are not waived and are applicable to the School, decisions or processes required by District policy shall be handled by the School's equivalent administrator. For example, if the District policy requires a decision by the Superintendent, such decision shall be made by the School's Lead Administrator.
- iv. In the event the District develops new District policies or revises existing District policies that are applicable to the School, the District shall provide the School within 30 business days of the Superintendent's approval of such new or amended policy, and

the School shall follow the new or revised District policy unless the School obtains a waiver of the new or revised District policy in accordance with this section.

5.6 Evaluations and Trainings.

- A. **Lead Administrator Evaluation.** The Charter Board shall conduct a performance evaluation of the Lead Administrator(s) at least annually, in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.5 of this Contract. As used herein, a "Lead Administrator is intended to mean any administrator that reports directly to the Charter Board.
- B. **Staff Evaluations.** The Lead Administrator or designee shall conduct performance evaluations of the School's employees at least annually in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.5 of this Contract.
- C. **Training.** The Charter Board shall adopt a policy for its annual online charter school governing board training recommended by the CDE, or other comparable board training programs, reasonably approved by the District Director of Charter Partnerships in advance. The Charter Board will provide evidence of completed training no later than June 1 of each calendar year. Failure to complete this requirement will be noted in the annual performance report compiled by the District, and the District may opt to treat such failure as a material breach of this Contract.

6.0 School Enrollment and Demographics.

6.1 School Grade Levels.

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

6.2 Student Demographics.

As required by the Charter Schools Act, School enrollment decisions shall be made by the School in a nondiscriminatory manner. The School shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District, and has a diverse student population which includes, but is not limited to, making reasonable efforts to enroll a percentage of students who are eligible for free or reduced lunch, and/or who are Multilingual Learners or students with disabilities consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School. The School shall make reasonable progress toward this goal. The parties acknowledge that the School's good faith effort to enroll and retain said

representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in Attachment 9. In support of the same, the District shall, upon the School's request, provide available information to the School on student and residential populations that may assist the School's effort to enroll diverse populations. The School shall document all evidence of said effort in its required recruitment and enrollment plan. Lack of daily transportation is acknowledged by both parties as a barrier to full achievement of this goal. The current contract does not provide a mechanism or adequate funding for such services.

6.3 Maximum Enrollment.

The School and the District agree that during the term of this Contract, the School's total funded enrollment shall be no more than 1600 K-12 student FTE's, unless the School facilities are expanded to allow for more capacity. This limitation on the number of enrolled students is acknowledged by the School and the District as necessary to ensure that the School's enrollment does not exceed the current capacity of the School's facilities. The minimum enrollment is 900 K-12 student FTE's, which is determined to be the lowest enrollment necessary for financial viability. These numbers may be revised consistent with the plan approved pursuant to Section 6.1.

6.4 Eligibility for Enrollment.

The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. § 22-33-106(3)(f) in another District school. All enrollment decisions shall be made in accordance with applicable state and federal law and policy.

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

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

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

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

- A. A two-step process shall be implemented when considering whether a student with a disability is able to enroll in the School. The two-step

process includes an admissions phase of the process and an enrollment phase of the process. The School shall first conduct its admissions process, including any lottery or similar process, without inquiry into the disability status of its students. Following the application deadline and upon completing the lottery, if appropriate, and application process, the School shall inquire during its enrollment process whether the student has an IEP or 504 Plan and require that the student/District provide the most recent IEP or Section 504 Plan, if any. Notwithstanding the foregoing, under no circumstances shall the School require prior to completion of any lottery or admission process disclosure of a student's IEP or Section 504 Plan.

- B. When a student has an IEP or Section 504 Plan, prior to the decision to enroll the student, a screening team consisting of the School Principal or designee, the School special education coordinator, and the District's Director of Charter Partnerships or designee shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and shall make a documented determination whether the services and space and accommodations that can reasonably be made available at the School are sufficient to deliver a Free Appropriate Public Education ("FAPE") and any programming required by the IEP or the accommodations required by the Section 504 Plan. If the screening team cannot reach consensus that the student can be enrolled, an IEP team or Section 504 team shall be convened to make the documented final determination.
- C. When a student has an IEP that indicates the student's placement is in a center-based program, a screening team including the District's Director of Charter Partnerships or designee will determine if the type of center-based program indicated by the services and placement on the student's IEP is available in the School and the staffing and resources are available in the building, to provide the student with a FAPE as determined on the IEP. If the type of center-based program and/or staffing and resources are not available, the School's special education coordinator or designee shall convene an IEP Team meeting. No communication related to enrollment that takes place prior to such IEP meeting shall to any degree constitute consent to placement of a student at the School or otherwise limit the ability of the IEP Team to make a proper initial placement decision. The student's enrollment is contingent upon a documented determination by the IEP Team that the student can receive a FAPE in the least restrictive environment ("LRE") at the School in its existing programs. If the IEP Team determines that FAPE is not available, the student's enrollment will be denied and the student's current placement will remain as determined by the prior IEP Team unless changed at the School IEP Team meeting. The School shall invite representatives of the student's prior school to participate in the IEP Team meeting at the School.

- D. Enrollment of students with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is enrolled having an IEP or Section 504 Plan from the student's previous school shall be placed directly in a program that meets the requirements of the existing IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.
- E. If, after enrolling a District student, the IEP team with District representation determines that the School is unable to provide FAPE, the student may return to the District and the School shall be responsible for the actual costs incurred by the District in providing the student with FAPE for the remainder of the school year, less any state and federal funding actually received by the District for such student that would have otherwise gone to the School for the provision of services to the student. In the event a student changes placement from one school year to the next, there will be no chargeback.
- F. The School acknowledges and agrees that decisions related to any determination that the School cannot accommodate a student on either an IEP or Section 504 Plan must meet the relatively high standard that demonstrates that such accommodation would represent a "fundamental alteration" of the School's program, and that financial cost alone, or the fact that the student requires an accommodation or modification the School does not currently offer, is rarely if ever an acceptable basis for not providing such accommodation or modification.

6.7 Participation in Other District Programs.

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

6.8 Non-Resident Admissions and Enrollment.

Subject to its admission and enrollment procedures and priorities, 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. Once accepted for enrollment, a non-District resident student may re-enroll for subsequent school years until completing the student's schooling at the School.

6.9 Student Movement After Enrollment.

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

6.10 Expulsion and Denial of Admission.

The School shall implement student disciplinary policies and procedures, including policies and procedures for the suspension, expulsion, and denial of admission of students and the discipline and placement of students with disabilities, in accordance with state and federal laws and regulations, District policies unless otherwise waived, and the School's Student Discipline Policy approved by the District. Upon the District's receipt of a complaint regarding the School's compliance with applicable law or District policies not otherwise waived with respect to student discipline, the District reserves the right to audit and/or request submission of the School's discipline policies and procedures. The authority to hold expulsion hearings and appeals, wherein a student may be expelled from the School, shall remain with the School. The Charter Board's annual training shall include specific training pertaining to due process hearing requirements and Colorado law pertaining to student discipline, including discipline of students with disabilities.

In the event the School proposes to expel a student, it shall notify the District administrator responsible for student discipline within 5 school days of the decision to propose expulsion. The School shall offer the student in writing an opportunity for a due process hearing before an independent qualified hearing officer retained at the School's sole cost, including the opportunity to present appropriate testimony and evidence at the hearing and an opportunity to appeal the School's decision to the Charter Board, all consistent with C.R.S. §22-33-105. The Charter Board shall issue a written decision on any such appeal, copied to the District administrator responsible for student discipline. If a student is expelled from the School, the student will be considered to be expelled from the District as well.

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

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

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

6.11 Continuing Enrollment.

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

6.12 Student Code of Conduct and Annual Notices.

The School shall make available to parents and students no later than the first day of each school year a student code of conduct that includes all notices and policies required by law to be shared with parents and students, including without limitation, non-discrimination notices consistent with the requirements of 34 C.F.R. Sections 100.6(d), 106.8, 104.8, 110.25, and 108.9, and 28 C.F.R. Section 35.106, which include (1) a statement by the School of non-discrimination that specifies the basis for non-discrimination; and (2) identification by name or title, address, telephone number and email address of the School employee or employees responsible for coordinating the School's Title IX and Non-Discrimination compliance efforts. All such notices shall be distributed and published in both English and Spanish, and otherwise communicated to parents in their preferred language as mandated by federal law. Notice of the contact information for the School's Title IX/Non-Discrimination coordinator(s) shall also be prominently displayed on the School's website.

7.0 Educational Program.

7.1 School Mission, Vision, Unique Goals and Objectives.

The School shall meet or make reasonable progress toward the goals and objectives initially described in Attachment 1 and thereafter set forth in the School's Unified Improvement Plan ("UIP") or other mandated state framework.

- A. District Accreditation. The School shall be accredited in accordance with written District guidelines and state law, and as otherwise provided pursuant to this Contract. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.
- B. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards, if any, for charter schools in the areas of finance, governance and operations. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.
- C. Opportunity for Comment. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above, which shall be done annually and provided to the School in an annual report pursuant to C.R.S. 22-32-110(1)(b).

7.2 Educational Program Characteristics.

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

7.3 GED and Online Programs.

- A. Online & GED Programs. The School's educational program as contained in the application and reviewed by the District does not include an online program pursuant to C.R.S. § 22-33-104.6, or a GED and the School is accordingly prohibited from offering such online or GED programs.
- B. Additional Programs. The School shall not offer programs that are a material change or deviation from its mission and vision and educational philosophy without first providing notice and review by District personnel, as to consistency therewith, not to be unreasonably withheld. The School shall provide the District with 60 days' prior written notice of any new programs it elects to offer that do not require prior review.

7.4 Curriculum, Instructional Program, and Pupil Performance Standards.

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and

curriculum designed and implemented by the School shall meet or exceed any academic standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

7.5 Graduation Requirements.

The School's graduation requirements have been approved by the District and are included in Attachment 5. These graduation requirements align with state graduation guidelines and shall continue to align with state graduation guidelines, and will not be lower than the District's graduation requirements. The School shall give the District at least 45 days written notice of any proposed changes to the School's graduation requirements, before implementing.

7.6 Multilingual Learners.

- A. **Compliance.** The School shall comply with the Equal Educational Opportunities Act, 20 U.S. Code § 1701 *et seq.* and provide all necessary and appropriate financial and other resources and support required to follow District policy, any future agreement or plan between the District and any state or federal oversight authorities concerning Multilingual Learners ("MLs"), and all applicable state and federal laws and regulations concerning the identification of and delivery of appropriate educational services to students who are MLs, and parents who are limited English proficient, in order to enable students to acquire sufficient English language proficiency to participate in mainstream English language instructional programs.
- B. **Home Language Survey and Assessment.** As part of its enrollment procedures, the School shall conduct a home language survey for purposes of determining whether English language acquisition support services are necessary. Consistent with District procedures, the School shall submit the results of surveys to the District's Culturally and Linguistically Diverse Education Department. For those students identified as requiring further assessment under state and federal law via the state English language proficiency assessment, the School shall be responsible for timely administering such assessments and reporting results to the District. The School shall be responsible to report to the District annually as referenced below on the progress of all identified ML students regarding achievement on annual measurable achievement objectives as assessed during the annual testing window established by CDE. The District will provide School staff access to all District-sponsored trainings regarding assessment and provision of English Language Development (ELD) services. Notwithstanding any other provision of this Contract, the School shall annually submit a narrative report and supporting data documenting

compliance with all requirements of the federal Equal Educational Opportunities Act, and Title VI of the Civil Rights Act of 1964. That report shall be annually delivered to the District no later than July 1, and comprehensively track all sections and related requirements referenced in Part II of the "Dear Colleague" letter dated January 7, 2015, by the United States Department of Justice and United States Department of Education Office for Civil Rights.

- C. **Monitoring.** In furtherance of this section, the School agrees to comply with applicable law regarding the delivery of ML instruction, training and qualifications of administrators and teachers, translation and interpreter services for Limited English proficient parents, provision of meaningful access for MLs to all curricular and extracurricular programs, provision of FAPE and mandatory ML services to dual identified ML who have an IEP or Section 504 Plan, and monitoring of current and exited MLs and opt-outs. The School further agrees to allow the District to conduct on-site monitoring to ensure the School is in compliance with applicable legal requirements. Any non-compliance observed by the District will be reported to the School in writing. The School agrees to and shall remedy such non-compliance promptly. In no case may the School take more than 30 calendar days from the date of notice to remedy such non-compliance.
- D. **Remediation.** Should the School fail to adequately remedy any non-compliance, the District may opt to draft a remediation plan designed to cure such non-compliance. The School shall immediately implement any remediation plan the District provides in its entirety. The School further agrees not to deviate from or suspend the remediation plan without first obtaining consent from the District. Consent from the District shall not be unreasonably withheld so long as the School has shown that the remediation plan was effective in curing the non-compliance and the School has mechanisms in place, including without limitation changes to policies, procedures or instructional practices, sufficient to ensure that further non-compliance will not occur.
- E. **Failure to Comply.** The School agrees and understands that any breach of this Section 7.6 and the legal requirements subsumed therein, failure to submit the required annual report that comprehensively addresses all requirements included in Part II of the above- referenced January 7, 2015 "Dear Colleague" letter, or encouraging parents to opt out of receipt of ML programming, or otherwise dissuading parents from exercising their right to require that their student receive such services, will be considered a material breach hereof, and the District may take any steps necessary under this Contract to cure such breach, including without limitation requiring the School to undertake additional corrective action, or revocation or termination of this Contract.

7.7 Student Attendance.

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

7.8 Gifted and Talented Students.

The School shall cooperate with the District to assist the District in timely identifying gifted and talented students, in accordance with the District's comprehensive program plan submitted to the CDE in accordance with the Exceptional Children's Education Act ("ECEA") C.R.S. §§ 22-20-101, *et seq.* ("Plan"). The School shall provide resources and support to gifted and talented students to enable them to meet their particular academic and emotional needs with a focus on literacy, mathematics, leadership, and creativity. The School shall follow state law, the Plan, and the District's requirements for identifying, assessing and serving gifted and talented students.

7.9 Education of Students with Disabilities.

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

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

- B. **Monitoring.** The School shall cooperate with the District in submitting all necessary reports and information and in meeting other administrative requirements of the District under state and federal laws applicable to the education of students with disabilities. The District's Director of Charter Partnerships or designee may monitor the School's compliance and direct such changes as necessary to comply with law or state or District policies concerning the School's referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities.
- C. **Admission and Enrollment of Students with Disabilities.** The School shall follow the procedure described in Section 6.6 when admitting and enrolling students with disabilities.
- D. **Delivery of Special Education Services.** Except to the extent provided otherwise in this Contract, the School shall solely be responsible for the costs of providing all IDEA and ECEA mandated services, including those specialized instructional and related services required pursuant to student IEPs, the services, modifications or accommodations required by a student's Section 504 Plan, the services described in 7.9.G below, and those services that are typically provided by general education teachers through the traditional educational program, including without limitation, the cost of the general education teacher and typical educational supplies and services generally made available to all students.
- E. **Management of SPED Services in Coordination with District.** The School shall direct the development and/or modification of any IEP for students enrolled in the School. The District's Director of Charter Partnerships or designee shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services as needed to ensure compliance with federal and state regulations. The School shall use District special education forms, software, and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- F. **Scope of Special Education Services.**
 - i. All District schools, including the School, shall offer a continuum of special education services up to and including support services as may be required to provide a FAPE to students with disabilities. The School will provide special education and related services to students in all disability categories and across a wide spectrum of severity ratings who can receive a FAPE within the School's

- program, including but not limited to students identified with learning, speech language, emotional, and other needs.
- ii. It is recognized that the School, like the District's other schools, may from time to time encounter students already enrolled who cannot receive a FAPE in the School's program. For such students, the School shall notify the District's Director of Charter Partnerships or designee and follow the procedures stated in Section 6.6 to determine an appropriate placement. In the event the School enrolls a student and during the same school year it is thereafter determined that the student requires different or additional special education services than initially anticipated, including out-of-District/day treatment facility placements, the School shall be required to provide or arrange for appropriate services during the term of the student's continued enrollment in the School and to pay any attendant costs therefore except as may be provided by law.
 - iii. Notwithstanding any provision of this Contract to the contrary, for out-of-District students who enroll at the School pursuant to open enrollment/choice, the School shall remain solely liable for all costs of providing educational services, including applicable transportation services, for the duration of the student's matriculation through either the primary or secondary level, consistent with District policy. Notwithstanding the above, the parties acknowledge the School's right of reimbursement from the student's district of residence in accordance with Colorado law, and the District will provide reasonable cooperation and assistance to the School in seeking such reimbursement. Further, the School shall be required to secure the attendance at all IEP meetings of a representative of the student's home district.

G. Special Education Personnel/Service Requirements.

- i. The School shall provide all IDEA and ECEA required educational services at the School. The School's personnel shall be responsible for, without limitation, developing student IEPs; providing IDEA transition services for students ages 18-21, identifying and referring students as provided by the federal Child Find mandate and District guidelines for assessment of special education needs and determination of eligibility for special education services; maintaining records as required by law; providing related services and assistive technology as appropriate; providing tiered pre-referral interventions to the extent required by law or District policy; obtaining informed parental consent for initial evaluations, re-evaluations, and provision of services; providing parents with Procedural Safeguards Notices and Prior Written Notices; providing Extended School Year services; conducting manifestation determination reviews and functional behavior

assessments, and preparing behavior intervention plans, as required by law or District policy; and properly carrying out the applicable requirements of each IEP. Special education and related services provided by the School shall be delivered by teachers, paraprofessionals, and related service providers who are properly licensed, endorsed and trained pursuant to the requirements of the State of Colorado, CDE and the federal Every Student Succeeds Act (“ESSA”). The School's special education teachers shall participate in relevant staff meetings, professional development, and trainings sponsored by the District.

- ii. Upon request by the District, the School will provide all requested or appropriate documentation to demonstrate the licensure status of School personnel providing special education or related services and of independent contractors providing special education or related services, and, the training received by said personnel, and the steps taken by the School to comply with the requirements of the IDEA, ECEA, and ESSA. The School shall promptly provide the District with documentation that updates this information during the course of the school year to the extent that it has changes in its personnel, independent contractors, or training for staff.
- iii. The School is responsible for hiring or contracting all staff, including sufficient numbers of special education teachers and special education paraprofessionals, and services related to the provision of special education services. The District agrees to provide reasonable assistance when practicable to the School in recruiting qualified special education staff upon request.
- iv. In accordance with the District's compliance calendar (or its replacement), the School must report to the District its anticipated budgetary allocation and hiring plan for all special education teachers and related service providers who will be employed for the following year. No later than the first day of the opening of each school, all special education teachers and related service providers must be hired, appropriately qualified, and available to serve the identified needs of the students. The School shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified.
- v. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.
- vi. The School shall have access to and utilize the District's special education / IEP software, at such cost as referenced in Attachment 10.

- H. District Administrative Support. District support shall be provided to the School pursuant to the terms of this Contract, by means of purchase of services by School from the District, as referenced in Attachment 10. Special education administrative support services provided by the District for the benefit of the School, include preparation of annual financial and operational plans to CDE required by the District's status as special education administrative unit for the School; attendance by the District's Director of Charter Partnerships or a qualified District designee, as deemed appropriate by such Director, at IEP meetings for the School's students; delivery of up to two training sessions each year to the School's staff concerning special education legal compliance, best practices in the coordinated delivery of required services by District and School staff, and similar matters; attendance at the mandatory state meetings for administrative units; preparation of documentation required by the state and federal governments for receipt of ECEA and IDEA funding; assistance to the School in completing the annual December 1 count of students with disabilities; data entry of special education data into the student data management system; review and monitoring of the School's special education records; access at no cost to District assessment instruments; preparation of all of the special education staff data required by CDE; and routine consultation with the District's designated representative and other appropriate specialists.
- I. Excess Costs. Except to the extent the District has expressly assumed liability under this Contract for such costs, the School shall not charge or attempt to charge the District for excess costs, tuition, or any portion whatsoever of the costs incurred by the School in educating any student with disabilities, whether pursuant to C.R.S. § 22-20-109(5), or any other statute, except that the School shall be entitled to receive such per pupil and categorical special education funds as is otherwise provided for in this Contract. To the extent the School seeks to obtain payment of any such costs from any other school district, the School shall be solely responsible for identifying and recovering such costs.
- J. Special Education Claims and Reserve Account.
- i. Administrative Proceedings. Subject to Section 7.9(J)(iii) below, the School shall be responsible for the administration and defense of all claims, including federal complaints and "due process" requests, made or filed by or on behalf of students enrolled, or who seek to enroll, in the School.
 - ii. Adjustment of Claims. The parties acknowledge that applicable law may be construed to charge the District with ultimate responsibility to ensure that students enrolled in the School are not discriminated against on the basis of disability and do receive a FAPE. Accordingly, the District shall at all times have the right to compromise, adjust, or otherwise resolve any complaint, claim, or

civil action in which it is alleged that the School has failed to provide any student with a FAPE or has otherwise discriminated against any student on the basis of disability, or to direct the School to do so in a specified manner. The School shall be solely responsible for the cost of legal defense costs, any payment made, or services agreed to be provided to resolve any such complaint or claim, provided that the District shall in good faith consult with the School and consider the School's concerns and the unique characteristics of the School's educational program prior to any agreement requiring the payment of money or the provision of services in settlement of any such complaint or claim.

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

- iv. Special Education Reserve Account.

- a. The School shall maintain a separate special education reserve account in the amount of at least \$200,000 as a financial reserve to ensure compliance with the foregoing indemnity provision. Such reserve shall not in any way limit the School's obligation to indemnify the District pursuant to any provision of this Contract; in the event the special education reserve account is insufficient to fully pay costs incurred in connection with any claim or claims, the School shall remain fully responsible for any and all costs incurred in connection with such claim or claims. The funds held in reserve may be used by the School

pursuant to the foregoing indemnity and adjustment provisions and may be used to pay costs directly related to the defense or resolution of any claim or complaint asserted or made by or on behalf of any student with disabilities or any student asserting to be a student with disabilities.

- b. Only with the District's written agreement, which shall not be unreasonably withheld, conditioned, or delayed, the School may use funds from the reserve to pay for extraordinary costs required to provide a FAPE to a special education student where such extraordinary costs could not reasonably have been anticipated by the School prior to the fiscal year. If money is withdrawn from the reserve fund, the School shall be required to replace all sums withdrawn by the end of the current fiscal year, unless such sum exceeds \$75,000, in which case the School shall have two fiscal years to replace such funds.

K. State and Federal Funding.

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

L. Section 504. As a recipient of federal funds, the School is at its sole cost responsible for complying with the provisions of Section 504 of the

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

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

7.10 Collaboration with District

- A. The School shall provide reasonable notice to the District before expanding any before, after school, or summer program.
- B. The School shall provide reasonable notice to the District before entering into any partnership or intergovernmental agreements with other government entities.
- C. The School may take part in cooperative purchasing discounts and/or promotions made available to other District schools by contracting organizations, provided such School participation does not result in additional cost to the District.

7.11 Extracurricular and Interscholastic Activities.

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

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

7.12 Tuition and Fees.

- A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. §22- 20-109(5), § 22-32-115(1) and (2) and § 22-54-109, other than for before and after school programs, separate preschool programs (if any). or as otherwise permitted by state law.
- B. Fees. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. § 22-32-110(1)(o) & (p) and § 22-32-117, and any applicable District policy not otherwise waived.
- C. Indigent Students. The School shall waive all fees, including class trip fees, for indigent students in accordance with applicable federal and state law, and District policy. On all fee lists and schedules, the School shall

include notification of the policy of waiver of fees for indigent students. The School shall annually survey its student population for eligibility for free and reduced lunches under federal guidelines. The parties acknowledge that the School cannot compel families to complete the survey, and the School shall be deemed to have complied with this requirement if it distributes the annual survey forms at registration or another time, and requests the completion of such survey by parents and guardians of registered students.

- D. Volunteer Requirements. Any requirement adopted by the School that requires parents commit to or accrue a number of volunteer hours shall be subject to a waiver process that 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. The School agrees to conduct background checks of volunteers, as appropriate, and to require evidence of insurance and driver's licensure if the School will be using volunteers' private vehicles for student transportation.

8.0 Financial Matters.

8.1 Revenues.

- A. District per pupil revenue funding. District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. § 22-30.5-112(2)(a.5) or § 22-30.5-112.1, whichever is applicable. In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, plus any applicable capital construction grant payments pursuant to C.R.S. § 22-54-124, minus the following: the estimated amount of the School's per pupil share of the central administrative overhead costs (up to five percent of PPR) based on the prior year's central administrative overhead costs and the current year budgeted pupil count, as provided by law, less
- (i) deductions for direct costs and optional purchased services as agreed to, in writing, by both Parties;
 - (ii) intercept transfers per the State Treasurer Charter Intercept Agreement; and
 - (iii) other deductions as provided herein and adjusted as provided herein, including as referenced in Attachment 10.

Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payment from the District to the School.

The District, upon request of the School, shall allow the School to contest any adverse count audit in the name of the District through the administrative appeals process. The District may make financial

adjustments effective as of the date of any final audit report, notwithstanding an administrative appeal.

The District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within 90 days after the end of the fiscal year as required by C.R.S. § 22-30.5-112 or other applicable law. The actual central administrative overhead costs shall be the amount charged to the School, subject to the subsequent sentence. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed party, up to the 5% cap required by law.

- B. Mill Levy Funds. Mill Levy funds will be distributed to the School in accordance with C.R.S. § 22-32-108.5, including any plan implemented by the District Board pursuant to that statutory provision. A plan for the proposed use of such funds shall be submitted to the Superintendent's designee annually as a component of the budget proposal and approval process identified in Section 8.3 of this Contract.
- C. Federal Categorical Aid. Except as provided otherwise in this Contract, each year the District shall provide to the School the School's proportionate share of applicable federal ESEA funding (e.g., Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible by the District's overall plan or as may be required by applicable law. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the CDE as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation. Should the School fail to timely or adequately submit required information, the District may in its sole discretion choose to pursue federal categorical aid without the participation of the School. The School will not be eligible for any of the funds received by the District for categorical aid where the School was untimely, inaccurate or otherwise failed to meet the requirements or deadlines for such aid and the District applies for and receives aid without the participation of the School.
- D. State Categorical Aid. Each year the District shall provide to the School the School's proportionate share of applicable state categorical aid received by the District for which the School is eligible, (including but limited to, At-Risk, English Language Proficiency Act, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the CDE as required.

- E. Bond Issues. Pursuant to C.R.S. § 22-30.5-404, the District shall allow for representation by charter schools on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs and shall notify charter schools of the committee's meeting schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite the School to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same it shall notify the School of the reasons why, and the School may then request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. § 22-30.5-404 and 405.
- F. Other Grants. The School will receive their proportionate share of the money the District receives through relevant state and federal grants based on the number of students at the School qualifying for such funds.

8.2 Disbursement of Per Pupil Revenue.

- A. Disbursement of District Per Pupil Revenue Funding. Commencing in July of each fiscal year of the Term, District per pupil revenue funding as described in Section 8.1.A shall be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding shall be based on the School's enrollment projections submitted February 1 in accordance with Section 8.4. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with Section 8.2.B. Funds shall be disbursed within five (5) days of being received by the District.
- B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: In January of each year, funding shall be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in this District and not otherwise deducted. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding. Any adjustments to funding so that funding is equal to the PPR provided for in this Contract shall be made by direct

payment to the School or the District.

8.3 Budget.

On or before May 31 of each year, the School shall submit to the District its proposed balanced budget for the following school year. The School shall ensure that its proposed budget complies with state law and the terms and conditions of this Contract. The budget shall be prepared in accordance with C.R.S. § 22-30.5-112(7) and the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. A material violation of this Section may result in the District initiating remedies described in Section 3.2. I.

8.4 Enrollment Projections.

Each year by December 1, the School shall provide the District with preliminary estimates of its anticipated enrollment for the next five years along with any discussion or plans under consideration for any increase or decrease of enrollment greater than five percent (5%) of the official membership for the current school year. On or before February 15 of each year, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.5 TABOR Reserve.

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

8.6 Contracting.

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

- A. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this Contract.
- B. Any financial obligations of the School arising out of this Contract are subject to annual appropriation by the Charter Board unless reserves have been irrevocably pledged by the Charter Board to pay future year's obligations under such agreement.

8.7 Annual Audit and Trial Balance; Data File.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in written form by September 26 of each year. The School shall pay for the audit. In addition, the School shall provide the final trial balance in an electronic format (excel) to the District using the CDE chart of accounts and file format with the submission of the annual independent financial audit. If, for causes within the School's control, the audit, or a draft final version of the audit to the extent allowable by law, is not provided to the District by September 26 of each year, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by September 26 is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time.

8.8 Monthly Reporting.

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

8.9 No Commingling.

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

8.10 Encumbrances and Borrowing.

During the Term of this Contract, the School shall not engage in borrowing where the annual payments under such borrowing are above 15% of the School's annual budgeted revenues without first providing prior notice to the District and an opportunity for the District to review and comment to determine if overall debt of

the School is within and in accordance with sound fiscal management practices.

8.11 Loans.

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

9.0 Personnel

9.1 Employee Status.

- A. All employees hired by the School shall be employees of the School and not the District. All employee discipline decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted by the School to the District by August 15, annually. The Employee Handbook may be amended or revised at the discretion of the School; however, the School shall provide the District copies of material changes within 30 days following such change.
- B. The School shall establish and implement procedures for conducting background checks (including a check for criminal records and fingerprinting) of all employees to the extent required by state and federal applicable laws, rules and regulations, including but not limited to C.R.S. § 22-30.5-110.5 and § 22-30.5-110.7. This includes ensuring that all independent contractors and companies that place employees in the School complete the requisite background checks.

10.0 Service Contracts with the District

10.1 Direct Costs.

The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. § 22-30.5-112(2)(b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply. Unless set forth in this Contract or a separate agreement, such costs should be reflected in Attachment 10. If the School and the District do not reach agreement regarding the payment of such direct costs prior to the end of a fiscal year, the District shall be barred from withholding from the School any moneys as reimbursement for direct costs. The District shall provide an itemized accounting to the School for the direct costs incurred by the District hereunder with the itemized accounting provided pursuant to Section 8.1.A above.

10.2 District Services.

Except as is set forth in Attachment 10 or as otherwise specifically provided in this Contract, the School shall not be entitled to the use of or access to District services, supplies, or facilities. Such agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise be agreed in writing. Such agreements shall be finalized by June 15 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

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

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

11.0 Facilities

11.1 School Facility.

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

11.2 Use of District Facilities and Transportation.

- A. District Facilities. The School may use District facilities for activities and events, subject to this Section 11.2. Any use of District facilities must be arranged through the District's Facilities Reservations Department and shall be subject to applicable usage fees charged to other District users.
- B. District Transportation. The School may, subject to availability, reserve for use buses or other vehicles available to transport students for field trips, athletics and other extra- curricular activities. Any use of District transportation vehicles must be arranged through the District's Transportation Department and shall be subject to applicable usage fees charged to other District users.

11.3 Impracticability of Use.

If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate the School.

12.0 Charter Renewal, Revocation and School-Initiated Closure.

12.1 Renewal Timeline and Process.

The School shall submit its renewal application by 4 p.m. on December 1 of the year before this Contract expires, or such other deadline as is required by applicable law. At least fifteen (15) days prior to the date on which the District Board will consider whether to renew the charter, District personnel shall provide to the District Board and School a written recommendation, including the reasons supporting the recommendation, concerning whether to renew the charter. The District Board shall act on the renewal application by resolution no later than February 1 of the year this Contract expires following a public hearing where the School shall have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

12.2 Renewal Application Contents.

In addition to contents required by state law a, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to July 1 of the year in which the application is due. The District may modify this format, but shall not do so prior to seeking input from the School.

12.3 Criteria for Renewal or Non-renewal and Revocation.

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

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

the State Board after which closure, or restructuring is required.

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

12.4 Termination and Appeal Procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2.I. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. The District may impose other appropriate remedies (see Section 3.2 H.) for breach.

12.5 School-initiated Closure.

Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the school year. Notice would ideally be given by November 30 to allow families to take advantage of District choice enrollment dates.

12.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another date mutually agreed upon by the parties. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, (1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.7 below and (2) reassignment of students to different schools. School personnel and the 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.

12.7 Return of Property.

In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, after the payment of debts as required by applicable law shall be returned to the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease, subject, however, to the terms of such lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets not purchased with public funding provided by the District may be donated to another not-for-profit organization in accordance with the School's Articles of Incorporation.

13.0 General Provisions.

13.1 Order of Precedence.

- A. Practices. In the event of any conflict among the organic documents and practices defining the relationship of the parties, it is agreed that this Contract shall take precedence over policies of either party and the Application; applicable policies of the District that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of this Contract shall take precedence over the Application.
- B. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Contract, second, the Attachments, and last the Application.

13.2 Amendments.

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

13.3 Merger.

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

13.4 No Assignment.

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

13.5 Governing Law and Enforceability.

This Contract shall be governed and construed according to the Constitution and laws of the state of Colorado. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction and the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship or the terms of this Contract.

13.6 No Third-party Beneficiary.

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other person or third party. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

13.7 No Waiver.

The parties agree that no assent, express or implied, to any breach by either of them any one or more of the provisions of this Contract shall constitute a waiver of any other breach. Nor shall any provision of this Contract be deemed to constitute a relinquishment or waiver by either party of any applicable bar or limitation on liability provided by the CGIA.

13.8 Notice.

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon actual receipt or refusal when sent by (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 below for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

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

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

13.9 Severability.

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

13.10 Interpretation.

- A. Application. Unless waived, compliance by the School with this Contract, District policies, procedures, regulations, and requirements shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.
- B. Business Days. As used in this Contract "business day" means any day other than a Saturday or Sunday or a day on which the District is closed or other government institutions in the state of Colorado are closed. All other references simply to "day" shall mean a calendar day.
- C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

13.11 Paragraph / Caption Headings.

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

Stargate Charter School

A charter public school organized as a
Colorado nonprofit corporation

By:

Lisa Hosfelt

Lisa Hosfelt
President

Adams 12 Five Star Schools

By:

Chris Gdowski

Christopher E. Gdowski
Superintendent

Attachment 1: School Mission, Vision and Educational Program

A. Overview

1. Mission

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

Vision

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

Our Core Values

The following core values and student outcomes were created during the 2021-2022 school year with a team of teachers, administrators, and staff members.

We believe in a Stargate community that celebrates diversity, honors differences, and builds connections with empathy in a safe environment. Stargate students will:

- actively engage in building relationships on campus through club activities, new student welcome, organizations, lunch and off-hour activities.
- learn and engage different perspectives by building connections through meaningful relationships.
- listen to, consider, and empathize with perspectives other than their own.
- build real world connections between their experiences, ideas and perspectives while seeking to empathize with the unfamiliar.

We believe in approaching situations with optimism, positivity, passion and professionalism. Stargate students will:

- display positive intentions by exhibiting mutual respect towards all members of the community.
- approach situations with a positive, solutions-oriented attitude to create a culture of problem solvers.
- seek to learn and understand rather than just respond.
- engage as a learner with a growth mindset.

We believe that all of our decisions and actions center around the unique intellectual, emotional and physical needs of gifted students. Stargate students will:

- develop a self-awareness of their gifts and how they can use them to positively impact their community.

- appropriately self-advocate by identifying and actively communicating their strengths and needs, then creating and executing a plan.
- experience an individualized accelerated academic pathway that supports their area of giftedness.
- learn to create and foster their own balance between intellectual, emotional, and physical well-being and be able to carry these habits into adulthood.

We believe in healthy risk taking and being open to new ideas and experiences in order to grow and learn. Stargate students will:

- prepare for realistic life experiences.
- become confident and resilient learners.
- use mistakes within a learning environment as an opportunity to grow, both academically and emotionally.
- persevere through academic and emotional challenges and grow from both their failures and successes.

2. School Program Description

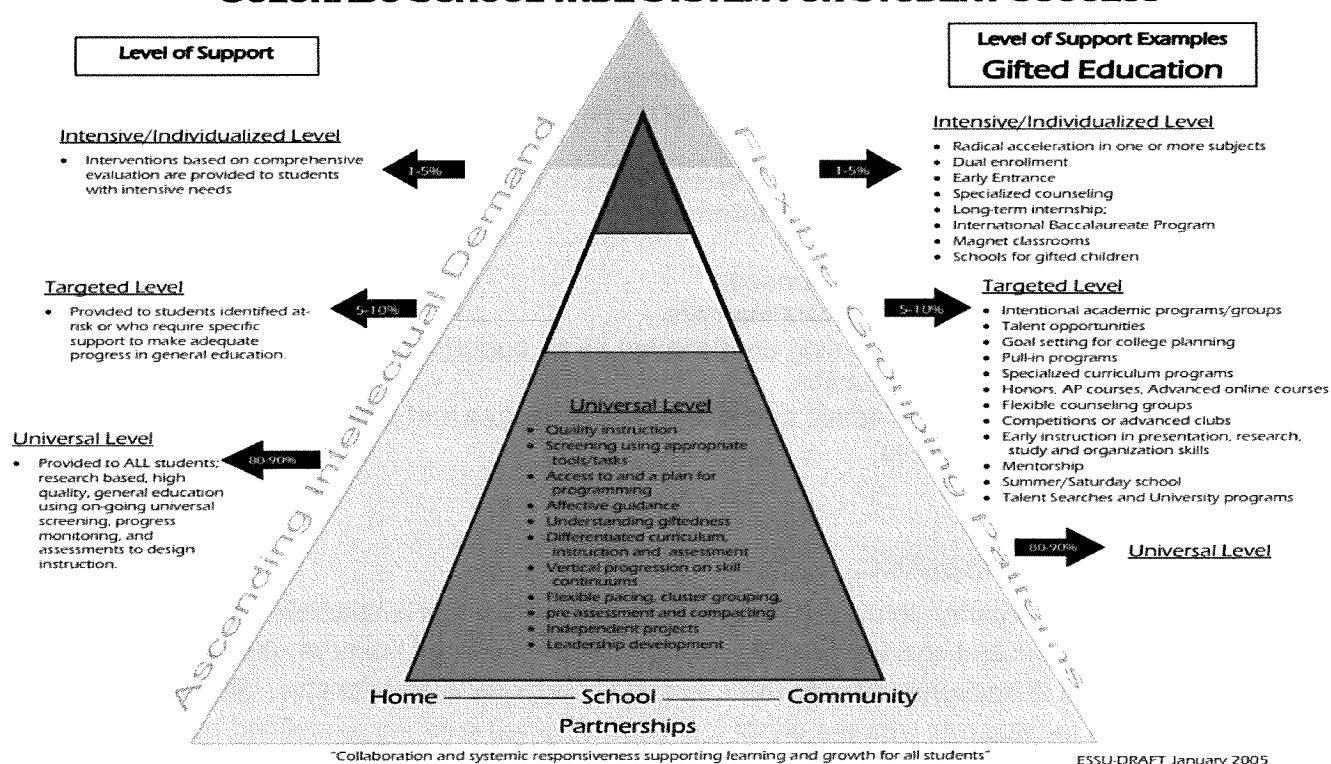
Stargate is a kindergarten through 12th grade charter school that is specially designed to meet the academic and social emotional needs of neurodivergent learners. We do this by providing a Tier III environment with Tier I, II, and III supports in an intensive, differentiated programming for students who are either identified as gifted learners as defined by the Exceptional Children's Education Act (ECEA) (12.02(2)(c)), or have the potential to be identified as gifted as defined by ECEA (12.02(2)(c)). Examples of these supports can be seen in the Colorado School-Wide System for Success document below and [here](#).

Per ECEA rules (12.02(2)(h)), gifted learners require a differentiated, individualized curriculum which offers flexibility in the pacing and depth of learning, as well as in complexity and challenge. Stargate and our community provide a framework where gifted students can learn to understand, develop, and value their giftedness.

Stargate curriculum and instruction for the gifted provides:

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

COLORADO SCHOOL-WIDE SYSTEM FOR STUDENT SUCCESS



Because the development of gifted learners is atypical, or asynchronous (Cronan 2003; Silverman 2017), throughout a lifespan in terms of awareness, perceptions, and emotional responses, their social and emotional growth is of utmost importance in their potential development. That's why, at Stargate, we have created a learning environment designed specifically for gifted children, where emotional and social development is integrated into curriculum and instruction and viewed as a critical factor in each student's educational success. At Stargate, it is typical to help students deal with and accept their asynchronous development, intensities and sensitivities, and to assist them in finding ways to channel these areas effectively into positive expressions.

Key Design Elements That Are Unique To Stargate :

- Inclusive gifted education, all day, every day supporting gifted and twice exceptional learners.
 - Research shows that the least restrictive environment for gifted learners is an environment in which they are with their neurodivergent and advanced peers.
- Adroit
 - The definition of adroit is "cleverness of hands or minds."
 - Based on the research-based Design Thinking process, Stargate's Adroit program is dedicated to human-centered solution finding that supports students' engaging in empathy-based, 21st century skills. Design Thinking in Adroit allows students to deeply consider the issues that are relevant for them and to explore,

create, innovate, fail and succeed in finding solutions. The Adroit program is described in detail in our Gifted Programming section.

- Subject acceleration and grade-level acceleration are actively supported as one of the 20 different ways to accelerate. See our [Acceleration Policy](#) for a full explanation of what is offered at Stargate.
- Teachers are not restricted to teach grade-level only standards. If a student has demonstrated that they have mastered a standard, teachers may vertically progress through the standards; therefore, students are not restricted to grade-level standards as their ceiling.
- Original credit for high school course is offered through Edgenuity
 - At Stargate, if there is a class that is not currently offered through our Academic Course Catalog, then we attempt to find a course match using Edgenuity at no cost to the student.
- If we do not offer a sport through our athletic program (such as swimming, football, or golf), then students may participate at their local boundary high school or nearest Adams 12 high school.
- Multi-age classrooms in areas of student's demonstrated area of strength or advanced subject area knowledge.
- Flexible learning environment to accommodate [overexcitabilities](#) and sensory needs
 - All students have access to headphones, fidgets, resistance bands for chairs, flexible seating, and the ability to move around the classroom to engage in learning activities
- Educators, administrators, and support staff with specialized and ongoing professional learning about neurodiverse learners' unique academic and social emotional needs.

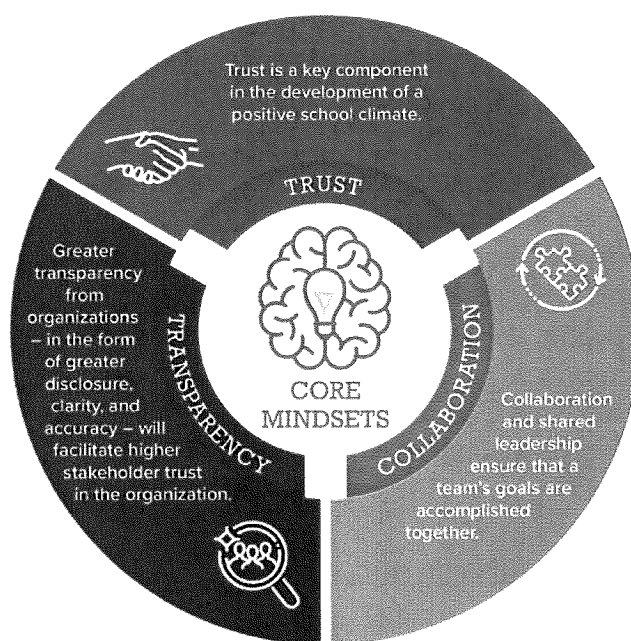
3. Reflection on Achieving Mission and Vision

In reflecting on Stargate's development since the last charter renewal, the struggle through the COVID pandemic created challenges that past leadership was unable to sufficiently address. The immediate considerations of continuing to operate the school in an environment that no one had seen in a century prevented profound progress. In the aftermath of the pandemic, we have seen how the strength of our veteran teachers and staff are crucial to the success of our students. With new leadership, we have focused on putting structures and systems in place to create an environment that aligns with our vision and mission — from employee expectations and evaluation systems to acceleration policies and graduation requirements.

Knowing that continuous improvement requires soliciting and receiving honest and authentic feedback from all stakeholders, Stargate's Governance Board hired two third-party organizations in the 2022-2023 school year. The first organization, Collaborative for Exceptional Education (CEE), focused on the programming and support for students with ALPs, IEPs, and 504s as it relates to the operationalization of the vision and mission at Stargate. The second audit was a climate and culture review of the entire organization conducted by educational consultants, Reimagine. The Board wanted to better understand

community morale and determine the best ways to grow from the volatility as we came out of the pandemic. Both of these audits yielded strengths and opportunities for growth, as well as provided data that would help drive professional learning needs and develop the strategic plan for the next 5 years.

The overall findings from the CEE report showed that we have the opportunity to grow in the implementation of differentiation strategies as well as having leadership support teacher's understanding of differentiation across special populations. This report's findings were shared with the staff in August 2023. These findings serve as the foundation for the way in which we will address the strategic improvement needs and professional development plan for the year.



Reimagine Core Mindsets

The Reimagine report brought forward a recommendation to collaboratively review our mission and vision statements with our stakeholders to increase understanding and support. In September of this year, our executive leadership engaged with staff to determine how they felt about the statements and what they felt we were doing well, could improve, and what was missing. The information from [Staff Mission & Vision Survey Data](#) is a starting point from which we will continue to engage with all stakeholders, including families and students, to review the vision and mission and make potential changes by the end of the 2023-2024 school year.

Please access the [CEE Report](#) and the [Reimagine Report](#) for a detailed review of findings.

B. Enrollment

1. Student and Community Demographic Information

As a long-standing school of choice, Stargate School's unique and successful program has grown from its humble beginnings in 1994 to the robust, thriving K-12 program that it is today. Stargate is cognizant of the concern that some schools of choice can be viewed as islands of privilege or inequity based on student opportunity, especially for students of color. However, the following table, using 2022-2023 Colorado Department of Education statistics on student race/ethnicity, can be used to compare Stargate's student body to neighboring, or comparative schools.

Enrollment and Demographic Report 22-23

The schools selected for comparison were chosen based on geographic proximity, with similar size and programming. As with nearly all charter schools who do not have available transportation to and from, there are limits on the reach of student enrollment much beyond the adjacent community. The following table shows where Stargate compares related to other neighborhood or charter schools in the similar enrollment area on which Stargate draws. This comparison is shown ranking the schools based on Total Non-White student enrollment percentage.

School	American Indian or Alaskan Native	Asian	Black or African American	Hispanic or Latino	White	Native Hawaiian or Other Pacific Islander	Two or More Races	Total Non-White	K-5 Total
Prospect Ridge Academy	0.3%	15.7%	0.5%	10.1%	66.4%	0.2%	6.9%	33.6%	613
Meridian Elem	0.2%	6.8%	1.7%	17.0%	65.4%	0.2%	8.7%	34.6%	541
Silver Creek Elem	0.0%	6.0%	1.1%	23.2%	62.7%	0.0%	7.1%	37.3%	565
Westgate Community School	0.0%	7.6%	0.7%	23.5%	61.9%	0.3%	5.9%	38.1%	289
Prairie Hills Elem	0.0%	11.8%	1.1%	21.6%	58.8%	0.2%	6.5%	41.2%	449
Tarver Elem	0.5%	4.7%	0.5%	35.5%	52.6%	0.2%	6.0%	47.4%	403
Eagleview Elem	0.4%	9.1%	1.6%	32.5%	51.3%	0.0%	5.1%	48.7%	493
Stargate Elem	0.2%	28.1%	1.3%	11.3%	48.6%	0.0%	10.5%	51.4%	619
Hunters Glen Elem	0.4%	6.8%	1.5%	38.6%	46.8%	0.0%	5.9%	53.2%	459

SCHOOL DEMOGRAPHIC COMPARISONS										
School Name	Grade Level	American Indian or Alaskan Native	Asian	Black or African American	Hispanic or Latino	White	Native Hawaiian or Other Pacific Islander	Two or More Races	Non-White Total	Total
Prospect Ridge Academy MS	6-8	0.0%	9.8%	0.5%	11.1%	74.0%	0.0%	4.5%	26.0%	377
Westgate Community Middle School	6-8	1.3%	6.5%	0.6%	23.2%	60.0%	0.6%	7.7%	40.0%	155
Rocky Top Middle School	6-8	0.4%	7.3%	1.3%	26.0%	59.1%	0.4%	5.5%	40.9%	1,001
Hulstrom Options School	6-8	0.0%	13.5%	3.4%	14.0%	58.9%	0.0%	10.1%	41.1%	207
Stargate Charter Middle School	6-8	0.0%	29.2%	0.2%	11.1%	52.9%	0.0%	6.5%	47.1%	414
Century Middle School	6-8	0.5%	4.0%	1.5%	41.8%	47.4%	0.0%	4.8%	52.6%	827
Silver Hills Middle School	6-8	0.5%	4.6%	2.0%	61.2%	26.1%	0.4%	5.1%	73.9%	957
Prospect Ridge Academy HS	9-12	0.4%	9.3%	0.4%	13.1%	72.2%	0.0%	4.6%	27.8%	259
Legacy High School	9-12	0.3%	6.1%	1.4%	24.0%	61.7%	0.1%	6.3%	38.3%	2,230
Westgate Community High School	9-12	1.2%	7.3%	2.4%	24.4%	61.0%	0.0%	3.7%	39.0%	82
Stargate Charter High School	9-12	0.5%	21.6%	1.0%	12.3%	56.5%	0.2%	7.9%	43.5%	407
Horizon High School	9-12	0.4%	5.6%	1.1%	33.8%	53.1%	0.1%	5.9%	46.9%	2,026
Mountain Range High School	9-12	0.7%	6.1%	2.0%	45.4%	41.8%	0.1%	4.0%	58.2%	1,761
Adams 12 Five Star Schools		0.5%	6.6%	1.5%	44.7%	41.6%	0.1%	4.9%	58.4%	35,747
Rodger Quist Middle School	6-8	0.2%	7.7%	1.4%	36.4%	49.9%	0.0%	4.3%	50.1%	923
Riverdale Ridge High School	9-12	0.3%	5.6%	1.6%	42.4%	45.2%	0.1%	4.8%	54.8%	1,463
School District 27J		0.4%	3.3%	2.6%	49.7%	40.1%	0.2%	3.7%	59.9%	22,687

Source: Colorado Department of Education, 2022-2023

2. Present and Projected Enrollment

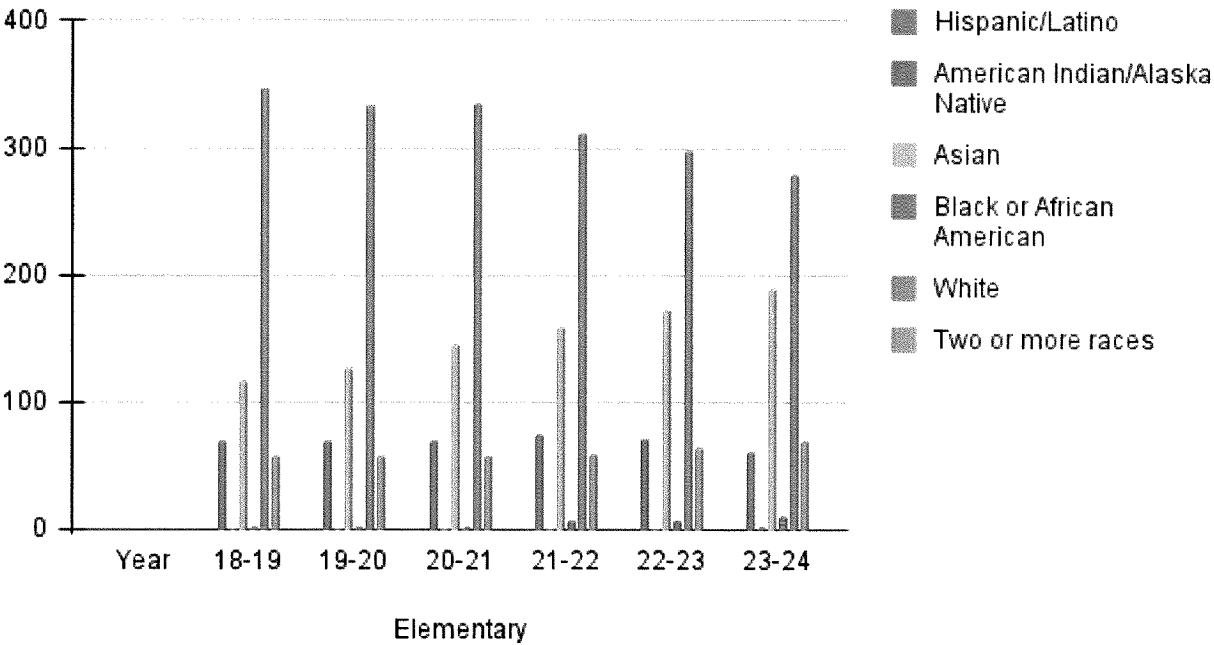
Having completed our 2023 October Count, Stargate is approaching our capacity of 1,600 students. Declining birth rates in Colorado over the last several years is impacting the enrollment with smaller to no wait lists. The large gap in the junior class is an enrollment “bubble” related to the growth of the high school and pandemic gap. This bubble is expected to naturally move up to the senior class next year and then remove itself after 2024-2025, setting up Stargate to be at full enrollment capacity moving forward.

Grade	Capacity	Enrollment	Delta from Capacity
K	92	86	-6
1	100	103	3
2	100	102	2
3	100	102	2
4	100	102	2
5	130	128	-2
6	138	139	0
7	138	138	0
8	138	138	0
9	140	143	3
10	140	142	2
11	140	113	-27
12	140	137	-3

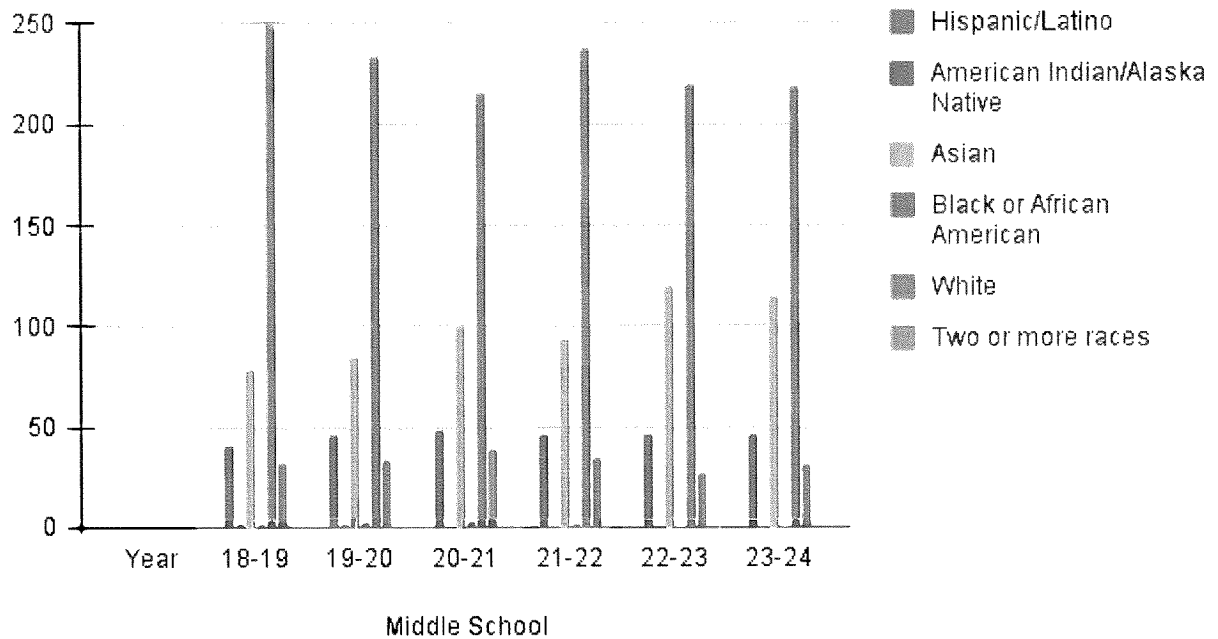
TOTAL	1596	1573	-23
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3. Enrollment History Since Last Renewal

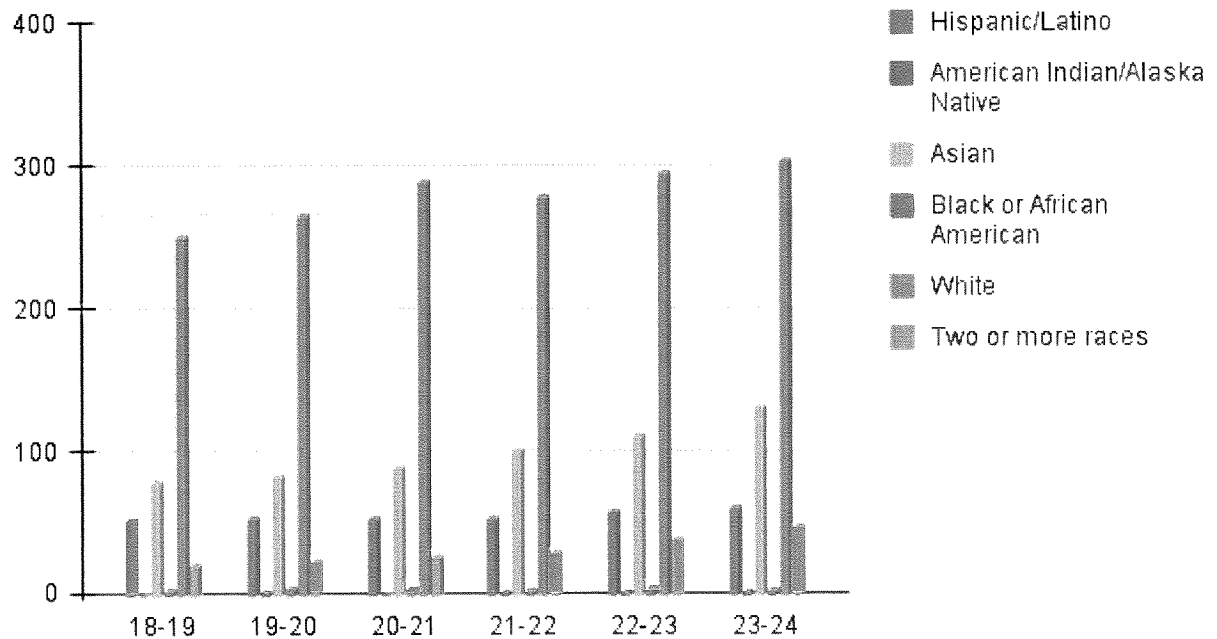
Enrollment History- By Student Race- Elementary



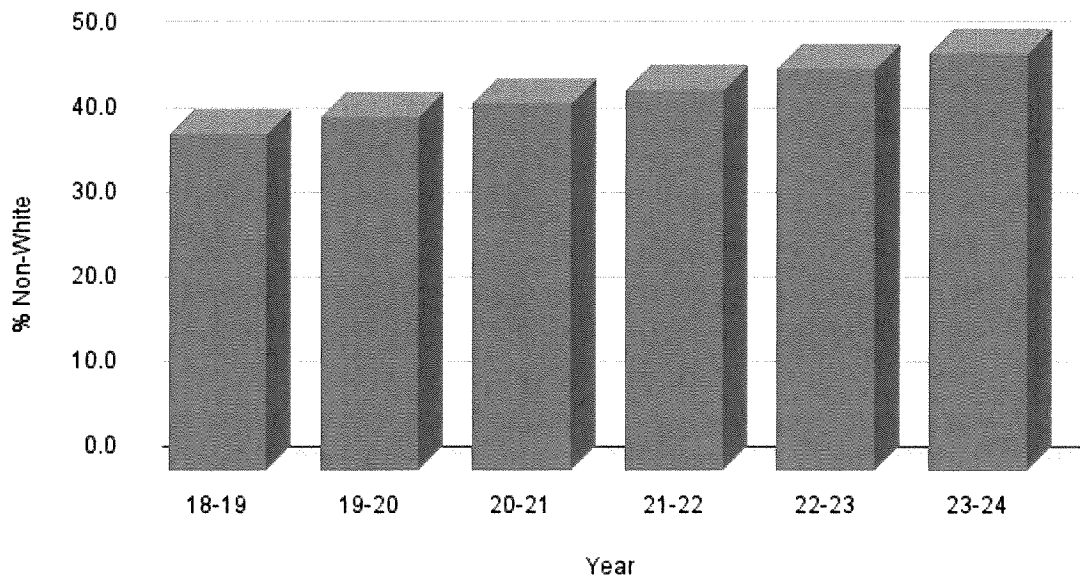
Enrollment History- By Student Race- Middle School



Enrollment History- By Student Race- High School



Enrollment History- Total % of Non-White Students



4. Summary of Enrollment Systems

Since our last renewal, Stargate has refined systems and structures for enrollment. Stargate strives for an inclusive enrollment process that parents can navigate. The process begins by collecting a body of evidence. Part of the body evidence is collected by Stargate and/or the families. Stargate utilizes a body of evidence to determine if a student meets the criteria for admission. The body of evidence includes, but may not be limited to, the following qualitative and quantitative measures:

- **Cognitive Assessment:** A cognitive assessment evaluates cognitive skills such as problem solving and reasoning. The scores guide the admissions process along with the comprehensive body of evidence. Parents may have their child evaluated independently or may request that Stargate provide a cognitive assessment at the school. Stargate does not adhere to cut-off score Stargatectices.
- **Standardized Academic Assessments:** These academic scores are utilized to determine if a student demonstrates advanced ability in a specific academic area. For example, students who score at the 95th percentile or above and/or at an advanced/distinguished level may meet the criteria for gifted identification. Up to two forms of achievement data may come from the following assessments: CMAS, ATI-Galileo, NWEA/MAPS, iReady, PSAT, SAT, ACT, Renaissance STAR, ITBS, and others.
- **Teacher Contact Information:** Once the application is submitted, Stargate will send a recommendation form to the teacher listed on your application.
- **Advanced Learning Plan:** A student's identification with an Advanced Learning Plan (ALP) from any Colorado school/school district as intellectually gifted transfers to

Stargate.

Stargate is happy to assist in establishing the required body of evidence for applicants. Stargate will also provide linguistic support and translation or interpretation services for Multilingual students to assure that proficiency in English does not impact the enrollment process. Once the body of evidence has been collected, the admissions review team reviews all documentation and makes a determination of eligibility. That determination is sent to parents so that they can engage in the district's Choice process in February.

Once a student has been established as qualified for our program, they are entered into a lottery for a seat at Stargate. Seat offers are generated by a random computerized lottery to fill seats with qualified applicants based on priority and availability. This process is monitored by an outside law firm to ensure validity.

Lastly, an appeal process is available to parents/guardians who choose to appeal a non-qualification decision by the school. For more details on the admissions process, see Stargate's [Admissions Policy](#).

Attachment 2: School Goals and Improvement Strategies

A. Summary of Relevant School Culture Improvement Strategies

Reimagine

In partnership with our students, staff, families, and Governance Board, Stargate is taking the work from Reimagine and has developed an action plan to implement improvement strategies. This work is a continuous improvement project that will be ongoing for several years.

Reimagine: Objectives and Tracking

What are you FOR?



In addition to the above outlined improvement strategies, Stargate Leadership launched the first annual coordinated school culture program, "FOR." This program is modeled after Jeff Henderson's growth strategy book, Know What You're FOR (2019). The primary message in FOR is to position your organization to be seen as what you stand FOR versus what you stand against. Our version of FOR is seen throughout our campus:

Stargate is FOR Our Students.

Stargate is FOR Our Team.

Stargate is FOR Our Community.

Stargate is FOR Me.

We use FOR throughout our internal and external communications as a north star for making decisions that help us demonstrate who we are FOR. As this program was rolled out to staff, team building activities aimed at these areas of FOR were accomplished including:

FOR Our Students

Staff personally wrote and mailed personalized postcards to every student before the school year welcoming them to Stargate.

FOR Our Team

Cross-functional teams of coworkers problem-solved and navigated an escape room with colleagues.

FOR Our Community

Staff spent time making blankets for Project Linus which are shared with youth who are ill, traumatized, or in need.

FOR Me

Staff personalized their own FOR t-shirt for the school year to celebrate their own uniqueness.

Our FOR efforts will continue throughout the year as cultural shifts require ongoing, intentional efforts of sharing values, connection, and appreciation. We are wrapping up our first annual Month of Thanks with many staff appreciation initiatives which are having great success in providing connection and intentional recognition of our amazing staff.

B. Strategic Plan

One of the Board's responsibilities is to ensure effective organizational planning that will guide the school toward fulfillment of its mission and vision. Each year, the Board and Executive Directors hold a Strategic Planning session to determine goals and initiatives that will drive both short- and long-term improvement. This year, the Board and Executive Directors are engaging in deeper analysis of data and evaluation of intended strategic direction to develop a Strategic Plan that will effectively guide the school during the next several years. This plan includes an evaluation of the mission and vision for consideration of potential changes that will involve community participation. As the mission and vision and strategic direction continue to be developed, leadership goals are guided by the recent Reimagine recommendations, as outlined in the below action plan.

- [2023-2024 Strategic Plan](#)
- [2023-2024 Objectives and Action Plan](#)
- [Mission and Vision Work, 2023-2024](#)
- [2022-2023 Strategic Plan](#)

C. Academic Growth and Achievement

1. Summary of School Programming

Stargate's programming balances academic rigor with social emotional support to provide a comprehensive and balanced program for the whole child. Academic rigor has been a characteristic of Stargate's Elementary School program since the school's inception in 1994. We continue to challenge our students to think deeply and critically, using gifted education best-Stargatectices such as inquiry-based learning, various forms of [acceleration](#), problem-based learning, project-based learning, and [depth and complexity](#), as defined by Sandra Kaplan and Betty Gould. We encourage creativity and discovery,

whether in a science or technology lab, the art studio, a language arts classroom, music class, concurrent enrollment courses, extracurricular activities, or in athletics. We want our students to take academic risks in a setting that feels safe and brave.

Since our last renewal, Stargate has continued to adapt and refine policies that pertain to academic and social emotional support for our learners. These policy decisions were made based on direct stakeholder feedback, state law, and in alignment with Adams 12 as our authorizing unit. Specifically, Stargate has developed additional policies to support our academic and social emotional programming. In 2022, Stargate's Board created an [Instructional Materials Policy](#) that outlines the process for curriculum adoption and includes an opt-out process for all stakeholders K-12. In 2023, Stargate's Board approved a more inclusive [Acceleration Policy](#) to help support student academic placement across the K-12 continuum through single-subject acceleration or grade-level acceleration. The operationalization of the acceleration policy includes social emotional considerations based on research from the Belin Blank Center. Stargate is currently using this updated protocol for [K-5](#) and is piloting a new protocol for [6-12](#). Prior to this year, our acceleration policy evolved from a K-5 to a K-8 and now serves the full K-12 student population.

2. Summary of Improvement Strategies

Since our last renewal, Stargate has continuously reflected on how we are meeting our mission and vision, as well as what key performance indicators should be used as metrics. Our Unified Improvement Plan (UIP) has served as a guide for meeting essential targets for growth in academic and social/emotional learning. The following sections share our Unified Improvement Plan from the last 5 years, our Key Performance Indicators (KPIs) and other relevant data.

A. Summary of Identified Areas of Growth

In the UIPs below, you will see that improvement planning shifted to social emotional learning, academic growth, and student and family engagement priorities. Since the last renewal, Stargate has undergone much growth in regards to identifying and implementing social emotional curricula and ensuring students feel connected and safe, especially given the impacts of the pandemic on the social emotional and educational landscape for our gifted learners.

- a. [Final Approved UIP 2023](#)
- b. [Final Approved UIP 2022](#)
- c. [Final Approved UIP 2021](#)
- d. [Final Approved UIP 2020](#)
- e. [Final Approved UIP 2019](#)

B. Summary of Improvement Strategies

Since our last renewal, Stargate has utilized different strategies to drive improvements. In addition to the improvement strategies detailed in the UIPs, Stargate has developed new policies, revised the leadership structure of the school, created committees to adopt state-approved curriculums, delivered specific professional development related to best Stargatectices for gifted education, engaged families, and adopted the Colorado State Model Performance Management system (RANDA).

C. Available Supporting Data

Our Board utilizes measurable indicators through Key Performance Indicators (KPIs) that demonstrate how the school is performing across five categories: Responsible Leadership, Financial Stability, Exceptional Staff, Differentiated Learning Environment, and Engaged Community. Defined goals and measures that are outlined in the school's UIP are also included so that progress toward those goals can be more effectively evaluated and tracked.

Stargate's KPIs are formulated and monitored by the School Accountability Committee. As data from various sources is collected and analyzed and historical trends are established, changes may be made to the scoring process. New indicators will also be included as new data becomes available. KPIs are updated on a quarterly basis and are made available to the Stargate community after data is finalized and presented to the Board. The KPIs highlight areas of strength, as well as reveal areas that require continued attention and goal-oriented strategies.

The KPIs are utilized by the Board in the preparation of each year's Strategic Plan, as well as in their day-to-day decision making as they strive to fulfill the school's mission. Below is a historical representation of how our school is doing on KPIs. [Please see this document for more information.](#)

Date	Responsible Leadership	Financial Stability	Exceptional Staff	Differentiated Learning Environment	Engaged Community
9/30/2023	2.53	2.70	2.35	2.51	2.17
6/30/2023	2.50	3.00	2.06	2.51	2.17
3/31/2023	2.50	2.75	1.87	2.51	2.11
12/31/2022	2.59	2.75	1.84	2.51	2.28
9/30/2022	2.59	2.50	2.01	2.66	2.41
2021-2022	2.59	2.90	2.10	2.65	2.34
2020-2021	2.53	2.88	2.05	2.66	2.25
2019-2020	2.43	2.49	2.30	2.64	2.13

Qualifiers
>=2.50
1.50 - 2.49
<1.50

Each measure is given a rating on a 0-3 scale based on available data. Ratings are categorized into three groups. Scores from 2.50 to 3 are coded as green, signifying that expectations are being met or exceeded. Scores from 1.50 to 2.49 are coded yellow, signifying that attention is needed and efforts toward improvement should be made. Scores below 1.50 are coded red, signifying that urgent attention is needed and immediate plans for improvement should be made.

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

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

Curriculum, Instruction, and Extra-Curricular Activities

20. Instruction in federal and state history and government: 22-1-104

21. Honor and use of the U.S. Flag: 22-1-106
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(l)
41. Allocation of funds for at-risk students: 22-54-105

- 42. Colorado Department of Education
Financial Policies and Procedures
- 43. Excess tuition charges for out-of-District
special education students: 22-20-109(5)
- 44. Participation in PERA: 22-30.5-512 and 22-
30.5-111(3)
- 45. Financial Transparency Act: 22-44-301 *et*
seq.

Attachment 4: Conflict of Interest Disclosure Board Member Certification Form

The purpose of this document is to provide disclosure regarding known or anticipated conflicts of interests. Charter school boards operate according to their School bylaws and applicable law, as well as contractual obligations with Adams 12 Five Star School District ("District"). This form is a public document that will be made available by school officials upon request. The form may be shared in person or electronically for review by other board members, school staff, parents or any other interested party. The form will also be provided to the District.

School Name: _____

Board Member Full Name: _____

Board Member Term Start Date: _____ Term End Date: _____

Please complete this form by hand. Circle your selected response to each prompt.

Affirmations

Age.

Yes / No I affirm that I am at least 18 years of age by the date of my appointment to the Charter School board.

Bylaws and Contract.

Yes / No I affirm that I have read the Charter School's Bylaws and the School's contract with the school district.

Illegal Personal Behavior.

Have you ever been convicted or pled "no contest" to one or more of the following:

Yes / No A misdemeanor related to honesty or trustworthiness, or

Yes / No A felony

If you answered yes to either, please provide details of the offense, the date, the disposition and related information here:

Illegal Financial Behavior.

Yes / No Have you ever entered into an settlement agreement, consent decree, adjournment in the contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the United States Attorney General or the attorney general of any state, or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-profit entity or as an executive of such entity. If the answer was yes, please provide details of the agreement here.

Conflicts of Interests

Business Conflicts - General Business.

Do you, your spouse, or anyone in your immediate family (described in C.R.S. 7-128-501(5) as a spouse, descendant, ancestor, sibling, spouse or descendant of a sibling, or a designated beneficiary) meet either of the following conditions?

Yes / No Is currently doing or plans to do business with the Charter School, whether as an individual or as a board director, officer, employee or agent of any entity.

Yes / No Is partner to any entity in which one of the above described individuals has an interest in doing business or plans to do business with the Charter School.

If the answer was yes to either, please provide details of the agreement here.

Yes / No Are you, your spouse or other immediate family members currently conducting, or do you anticipate conducting any business with the Charter School or a contractor who is conducting business with the Charter School?

If the answer was yes, please provide details of the agreement here.

Business Conflicts - School Management Organizations.

Yes / No Are you, your spouse or other immediate family members currently or do you anticipate in the future being employed, offered employment or an ownership stake, whether direct or indirect, or any contractual or management interest in an education service provider (“ESP”), an educational management organization (“EMO”) or a charter management organization (“CMO”)?

Yes / No / Not Applicable If the Charter School currently works with an ESP, EMO or CMO, do you, your spouse or other immediate family members know beyond a casual or professional acquaintance any employees, officers, owners, directors or agents of the provider?

Yes / No / Not Applicable If the Charter School currently works with an ESP, EMO or CMO, do you, your spouse, or any other immediate family member currently conduct, or do you anticipate conducting any business with the provider?

If you answered yes to any question(s) regarding ESP's, EMO's or CMO's, explain.

Relationships and Personal Conflicts.

Yes / No Are you aware of any potential ethical or legal conflicts of interest that currently exist, or are likely to exist, for you as a board director for the Charter School due to your relationship with another school (charter or otherwise) or with any non-profit or for profit entity?

Yes / No Do you have a close personal relationship with or within the School? Being a parent of a student at the Charter School, serving on another Charter School's board or being employed by or the spouse of an employee at the Charter School, does not typically prevent your service on the board of directors. However, such relationships may periodically require you to recuse yourself from conversations and decisions, and thus should be disclosed.

If you answered yes to either question, please explain.

I certify to the best of my knowledge and ability that the information I am providing to the School and the District regarding my application to serve as a member of the Charter School's board of directors is true and correct.

Printed name

School Name

Signature

Date Signed

Attachment 5: Graduation Requirements

Stargate is committed to supporting [multiple pathways to graduation](#) and post-secondary readiness. These pathways include honors classes, AP classes, early graduation, and a variety of ways to demonstrate post secondary workforce readiness as outlined by CDE. This includes the opportunity for students to take their ASVAB test, ACT, ACT Work Keys, create a capstone project as well as many other opportunities. Please see the previous link that takes you to the High School Academic Planning Guide and the options that exist.

GRADUATION REQUIREMENTS:

Subject Area	Required Credits
English	4
Math	4
Science	3 (4 recommended)
Social Studies	3 (4 recommended)
World Language	2 of the same World Language (3 recommended)
PE/Health	1
Elective	7
Total	24

Attachment 6: Automatic Waivers of State Laws

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

Attachment 7: Additional Requests for Waiver of State Laws and/or Regulations

The School acknowledges and agrees that it will comply with all state laws and District policies not waived. Any requested waivers below must align to the School's proposed autonomy, mission and goals, operations, governance, and employment relationships.

Any requested waivers must include an accompanying explanation as to how the School intends to comply with the intent of the state statute or State Board rule or District policy, as well as the rationale or purpose for requesting the waiver, the expected financial and implementation impact, and how the effectiveness of the waiver will be evaluated.

NON-AUTOMATIC WAIVERS: STATUTE DESCRIPTION AND RATIONALE

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System

This section requires that employee performance evaluations be performed by a person holding an administrative certificate.

Rationale: The Stargate School Executive Director(s), Principal(s) or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have an Administrative Certificate, this should not preclude him or her from administering the evaluations under the direction of the appropriate administrator, or from delegating it to an assistant supervising administrator. The school's Governance Board must also have the ability to perform the evaluations for the Executive Director(s), Principal(s), or designee.

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

Duration of the Waiver: Stargate School requests the waiver for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

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

How the Impact of the Waiver will be Evaluated: Stargate School's Key Performance Indicators include *percentage of teachers receiving highly effective or effective ratings in annual review.*

Expected Outcome: With this waiver, the school will be able to evaluate its teachers in accordance with our initial

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

C.R.S. §22-32-109(1)(b) School District Boards - Powers and Duties

Competitive Bidding

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

Replacement Plan: The school's competitive bidding policy is outlined in detail in the Financial Policies and Procedures, which are approved by the school's board each year. Stargate School requires three competitive bids for any purchase in excess of \$10,000 for a single item. Goods and services purchased with federal funds must follow federal procurement guidelines.

Duration of the Waiver: Stargate School requests the waiver for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

Financial Impact: Stargate School assumes the financial responsibility as discussed in the Stargate Financial Policies and Procedures.

How the Impact of the Waiver Will be Evaluated: The Finance Committee and Governance Board review these policies and procedures to ensure execution of the contracts and grants shall be within the scope of the school's mission, goals and annual plans.

Expected Outcome: As a result of this waiver, the school will be able to ensure market value of all vendors as well as ensure the vendor aligns with the intention of maintaining a top-quality school.

C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties

School Calendar

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

Adoption of District Calendar

Rationale: The school year at Stargate School will total approximately 163 days per year which exceeds the current requirement in state statute. Stargate School will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and Stargate School will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and the school's daily schedule will be designed by Stargate School and will meet or exceed the expectations in state statute

Duration of the Waiver: Stargate School requests the waiver for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

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

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. §22-32-109(1)(n)(II)(A) Board of Education- Specific Duties

Teacher Pupil Contact Hours

Rationale: Stargate School will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The local board will not set these policies.

Replacement Plan: Stargate School will prescribe the actual details of teacher-pupil contact hours instead of the Adams 12 School District Board, and hours will meet or exceed the current requirements in statute.

Duration of the Waiver: Stargate School requests the waiver for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

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

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the

performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.
Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. § 22-63-201 Employment Certificate required

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

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

Rationale: Stargate School should be granted the authority to hire teachers and principals that will support the school's goals and objectives. The principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks. The school will seek to attract principals/headmasters and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience.

All employees of Stargate School will be employed on an at-will basis. All employees of Stargate School will meet Federal Highly Qualified Requirements (i.e.: hold a degree and demonstrated subject-matter competency).

Replacement Plan: The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire teachers and/or administrators without a license or certificate, unless specifically required for certain types of staff, such as special education, and who possess unique background and/or skills that fill the need of Stargate School.

Duration of the Waiver: Stargate School requests the waiver for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

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

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract

Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

Rationale: Stargate School should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful at Stargate School. All employees of Stargate School will be employed on an at-will basis.

Replacement Plan: Stargate School has teacher agreement with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

Duration of the Waiver: Stargate School requests the waiver for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

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

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act

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

Rationale: Stargate School is granted the authority under the Charter School Agreement to select its own teachers. No other school or the Adams 12 School District should not have the authority to transfer its teachers into Stargate School or transfer teachers from Stargate School to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: The school will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of the Waiver: The school requests the waiver for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

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

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Stargate School, as set forth in this Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

C.R.S. § 22-32-109 (l)(b) Boards of Education . Specific Duties

(delegation) Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

Rationale: Stargate School will be operating independently from other schools in the Adams 12 School District and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Governance Board of Stargate School has adopted policies and the Executive Director(s), Principal(s) or designee of Stargate School will prescribe rules and regulations.

Duration of the Waiver: Stargate School requests the waiver for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

Financial Impact: The school anticipates that the requested waiver will have no financial impact on Adams 12 School District. Stargate School will be able to adopt policies and prescribe rules and regulations consistent with its budget.

How the impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Stargate School, as set forth in this Charter School Agreement.

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

C.R.S. § 22-7-1014(2)(a)

Which requires each district to administer the school readiness assessment to each student.

Rationale: Stargate School should have the authority to implement relevant curriculum and assessments that ensure student success in higher learning. The domains of physical well-being, motor development, social-emotional development, language and comprehension development; and cognition and general knowledge are assessed daily due to the present curriculum and assessments. Support is readily available through numerous avenues based throughout the program.

Plan:

- Stargate School uses the CDE approved BRIGANCE III to assess all six domains of Kindergarten readiness within the first 60 days of the school year. Should Stargate need to use another tool, Stargate will utilize TS-GOLD.
- Students who do not meet the readiness standards per the BRIGANCE will be referred to Stargate's

Multi-Tiered Systems of Support (MTSS) team to help provide individualized student support in the student's specific area(s) of need. The MTSS team will develop individualized plans based on state templates.

- The MTSS team will continue to gather a body of evidence, and if necessary, conduct a special education evaluation or a Section 504 evaluation. All data is reported back to the district in accordance with district timelines.
- Teachers may use the lessons provided by BRIGANCE III to support individual domain development as appropriate for students. If these lessons are used in the form of intervention, then this data will be collected by the MTSS team and used to track and monitor progress.
 - If students do not respond with adequate growth following this intervention they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist, SPED Teacher, Counselor or Mental Health Therapist for further assessment.
- In literacy, students who do not make benchmark in the Fall are placed on a Read Plan and progress monitored every two or three weeks. Students not making benchmark are brought to the MTSS team for further review to determine the literacy area most in need of improvement. When appropriate, Stargate will combine the READ Plan with the Individualized Plan for one document.
- Additional data collection to demonstrate student growth and/or progress is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.
- The BRIGANCE is not used for retention.

Methods and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in State Statute 22-7-1014(2)(a).

Duration of the Waivers: The school requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waivers are requested for five academic operating years, through June 30, 2029.

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

How the Impact of the Waivers will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Stargate School's curriculum and the overall program design.

Expected Outcome: Stargate School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic and social emotional areas.

C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties

Rationale: Stargate School or the designated head of school must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have an Administrative Certificate, this should not preclude him or her from administering the evaluations under the direction of the head of school. Additionally, Stargate School will not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I).

Replacement Plan: Stargate School uses its own evaluation system as agreed to in the Charter School Agreement with Adams12 School District. Stargate School's evaluation system will continue to meet the intent of the law as outlined in statute. Staff has been trained in this evaluation system and the methods used for Stargate School's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. Stargate School will not be required to report their teacher evaluation data; however teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.

Duration of the Waiver: Stargate School requests the waiver for the duration of its contract with Adams12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

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

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

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

Attachment 8: Waivers of District Policies

2024 Contract Renewal Waivers

Policy 1300: Community Use of District-Owned Facilities
Policy 1400: Boosters Organizations/Parent Groups
Policy 1500: Challenges to Curriculum, Instruction Materials and Activities
Policy 1550: Public Complaint
Policy 1800: Public Records Request
Policy 2100: Selection and Appointment of Administrators
Policy 3200: Expenditures
Policy 3300: Procurement Policies
Policy 3310: Procurement and Signature Authority
Policy 3320: Procurement Competition Requirements
Policy 3330: Bid Protest Policy
Policy 3350: Business Sponsorships, Advertising Agreements and Exclusivity Contracts
Policy 3600: Student Transportation
Policy 3700: Nutrition Service Operations
Policy 3730: Authorized Personnel in School Kitchens
Policy 3810: Building Access
Policy 4120: Athletic Coaches
Policy 4160: Guidelines for Compensating Certified Staff - Opening New
Schools/Renovating of Existing Schools
Policy 4180: Employee Cell Phone and other Personnel Electronic Communication
Device
Policy 5640: Fundraising
Policy 5650, 5670: Student Distribution of Non-School Materials, Distribution of School/
District/Non-District Related Materials
Policy 6100: Perpetual School Calendar
Policy 6110: Released Time for Students
Policy 6200: Course/Program Development
Policy 6230: Instructional Materials
Policy 6250: Athletics
Policy 6285: Post-Secondary Planning and Enrollment Options
Policy 6291: Dual-Enrollment
Policy 6310: Reporting Student Progress
Policy 6340: Graduation Requirements
7000 Series: Facilities
Policy 8900: Individual Rights & Responsibilities

Policy 1300: Community Use of District-Owned Facilities

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate will be responsible for managing the guidelines for use of Stargate property.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: Stargate will set the fee structure for building usage.

Policy 1400: Boosters Organizations/Parent Groups

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate will be responsible for facilitating the oversight of Boosters Organizations and parent groups. Currently our internal parent volunteer organization is managed by our Community Development Manager.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: Stargate will determine the manner in which Boosters and parent groups are able to fundraise, budget, and make purchases for special events.

Policy 1500: Challenges to Curriculum, Instruction Materials and Activities

Policy 1.19 Instructional Materials

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate manages challenges to its selected curriculum through a process outlined in Policy 1.19 Instructional Materials, which includes an Instructional Policy Standing Committee and details a process for appeals.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: This will allow the school to obtain the best value on goods and services.

Policy 1550: Public Complaint

Policy 1.15 Board Communication and Complaint

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

- school.
- b. Expected outcome: Stargate will adhere to its established board policy that governs the complaint response process.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: None.

Policy 1800: Public Records Requests

Policy 1.16 Request for Electronic Information

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate will adhere to its established board policy that governs public records requests.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: None.

Policy 2100: Selection and Appointment of Administrators

Policy 1.11 Executive Director Selection

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate will adhere to its established board policy that governs the hiring of Executive Directors.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: This will allow the school to obtain the best value on goods and services.

Policy 3200: Expenditures

Policy and Procedure (from Stargate Financial Policies and Procedures):

Policy: School purchasing cards will only be issued with formal approval of the BOD and will only be used for school-related expenditures. Debit cards are not permitted.

Procedure: Purchasing card receipts and purchases are managed in an online application provided by the issuing bank. Individual cardholders are required to upload original copies of their receipts into the card management system and provide descriptions of their transactions. Cardholders provide the original receipts to the Staff Accountant after upload. If receipts are not available or contain an inappropriate expense, the individual making the charge is responsible for payment. Personal charges are not permitted. Credit cards contain the name of both the individual in possession of the card and the school. All reward points and rebates are the property of the school. Terminated employees relinquish their card and any receipts at the time of termination. Credit limits and purchasing restrictions on each card are managed within the card management software. The Executive Director of Operations and Finance, Finance Manager and Staff Accountant have administrative rights to the card management software.

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate shall have the authority to manage its own expenditures.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: This will allow the school to obtain the best value on goods and services.

Policy 3300: Procurement Policies

Policy and Procedure (from Stargate Financial Policies and Procedures):

Policy: All purchases will be authorized by the Executive Director of Operations and Finance or Executive Director of Academics. Any expenditure for the purchase of a single item over \$10,000 will have bids from three separate suppliers. The Finance Committee will approve any contract between \$10,000 and \$25,000. Any vendor contract in excess of \$25,000 will be approved by the BOD. Goods and services purchased with federal funds must follow federal procurement guidelines.

Procedure: The Executive Director of Operations and Finance or Executive Director of Academics approves purchases after determining: that the expenditure is budgeted; there are funds for the expenditure; the expenditure is allowable under the appropriate revenue source; the expenditure is appropriate and mission and vision consistent; the price is competitive and proper bidding procedures have been followed; maximum value is being obtained.

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: The Executive Directors(s) and Stargate Governance Board will have the authority to make all procurement decisions. Stargate may choose to use the purchasing services offered by Adams 12 for some purchases, but because of its unique programming and curriculum it will be necessary for Stargate to make purchases outside of the District.

Stargate will seek the most competitive pricing, including the use of the District purchasing resources and the Colorado League of Charter School's group purchasing plan (as stated in Stargate's Financial Policies and Procedures Manual).

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

- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: This will allow the school to obtain the best value on goods and services.

Policy 3310: Procurement and Signature Authority

Policy and Procedure (from Stargate Financial Policies and Procedures)

Policy: The BOD will determine signatory authority on checks to optimize controls and ensure proper segregation of duties.

Procedures: The BOD President, Executive Director of Academics and Executive Director of Operations and Finance have signatory authority. Individuals with access to general ledger accounting software, the Finance Manager and Staff Accountant, do not have signatory authority. Individual checks require approval of the Executive Director of Academics, Executive Director of Operations and Finance, or BOD President and require two signatures prior to issuance. Wire transfers and ACH payments may be initiated by the Finance Manager and must be approved by the Executive Director of Academics, Executive Director of Operations and Finance, or the BOD President. The Finance Manager, Executive Director of Operations and Finance and Executive Director of Academics have access to online banking. All issued checks are recorded in the bank's positive pay fraud system.

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate shall have authority to enter its own contracts. The Stargate Governance Board will approve all contracts, which will be signed by the Board President. The Stargate Board may allow certain staff (i.e. Administrator, Finance Manager) to contract for goods and services in an amount not to exceed \$10,000.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: This will allow the school to obtain the best value on goods and services.

Policy 3320: Procurement Competition Requirements

Policy and Procedure (from Stargate Financial Policies and Procedures)

Policy: All purchases will be authorized by the Executive Director of Operations and Finance or Executive Director of Academics. Any expenditure for the purchase of a single item over \$10,000 will have bids from three separate suppliers. The Finance Committee will approve any contract between \$10,000 and \$25,000. Any vendor contract in excess of \$25,000 will be approved by the BOD. Goods and services purchased with federal funds must follow federal procurement guidelines.

Procedure: The Executive Director of Operations and Finance or Executive Director of Academics approves purchases after determining: that the expenditure is budgeted; there are funds for the expenditure; the expenditure is allowable under the appropriate revenue source; the expenditure is appropriate and mission and vision consistent; the price is competitive and proper bidding procedures have been followed; maximum value is being obtained.

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: **Stargate** shall have authority to enter its own contracts and solicit bids and approve them.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: This will allow the school to obtain the best value on goods and services.

Policy 3330: Bid Protest Policy

Policy and Procedure (from Stargate Financial Policies and Procedures)

Policy: All purchases will be authorized by the Executive Director of Operations and Finance or Executive Director of Academics. Any expenditure for the purchase of a single item over \$10,000 will have bids from three separate suppliers. The Finance Committee will approve any contract between \$10,000 and \$25,000. Any vendor contract in excess of \$25,000 will be approved by the BOD. Goods and services purchased with federal funds must follow federal procurement guidelines.

Procedure: The Executive Director of Operations and Finance or Executive Director of Academics approves purchases after determining: that the expenditure is budgeted; there are funds for the expenditure; the expenditure is allowable under the appropriate revenue source; the expenditure is appropriate and mission and vision consistent; the price is competitive and proper bidding procedures have been followed; maximum value is being obtained.

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Any bid protest must be made to the Finance Committee and then to the Governance Board if not resolved.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic

- operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
 - e. Financial impact: None

Policy 3350: Business Sponsorships, Advertising Agreements and Exclusivity Contracts

Substitute policy to be developed by the Finance Committee and Governance Board

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: All business sponsorships, advertising agreements and exclusivity contracts shall be developed and controlled through the Executive Director(s) or other designated administrators.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: None

Policy 3600: Student Transportation

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate School shall have authority to make autonomous decisions about transportation based on the needs of the Stargate community.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- c. Financial impact: This will allow Stargate to use its financial resources in other areas to promote its Vision and Mission.

Policy 3700: Nutrition Service Operations

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate manages its own food service program, under the authority of the SFA, which is not the Adams 12 school district. Stargate follows the Healthy Meals for All guidelines in accordance with state statute.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: Stargate will follow the terms, fees and services of the vendor contract, under the guidelines outlined by the SFA, in accordance with the Healthy Meals for All legislation.

Policy 3730: Authorized Personnel in School Kitchens

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate shall have full autonomy to manage its nutrition services program, including access to kitchen facilities for both daytime and after hours service. FDA guidelines are in place to ensure anyone serving food is following the appropriate health guidelines for food preparation, handling, serving, and cleaning of food prep areas.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: Stargate will follow the terms, fees and services of the vendor contract, under the guidelines outlined by the SFA, in accordance with the Healthy Meals for All legislation, including appropriate staffing of authorized personnel.

Policy 3810: Building Access

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: The Executive Director(s) or Facilities Manager will determine which staff members have authorized access to the building. Stargate uses an electronic security access control system for all external doors. This system logs all use of electronic credentials and those credentials can have access modified instantly should the need arise.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- c. Financial impact: Minimal

Policy 4120: Athletic Coaches**Policy to be developed by the Executive Director(s)**

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate manages the hiring of all staff, including athletic coaches. The Stargate Athletic Director makes determinations regarding what qualifications are necessary for coaches to serve as either a head coach or assistant coach.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: None

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

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: The Stargate Board and Administration will ensure that qualified persons are employed to promote the Vision and Mission of the school. Stargate shall develop and apply employment procedures to effectively and efficiently operate the school consistent with applicable federal and state laws and regulations. Compensation and employment offers will be established and approved by the Stargate Governance Board. All school employees will be school or the employee to terminate the employment at any time. Stargate will determine its workday schedules, staffing needs and recruitment and hiring procedures. Stargate will develop its salary schedules and benefit package, subject to the statutory requirement that employees of a charter school be members of PERA. Stargate will adopt policies which comply with all state and federal laws and which specify and ensure legally-required rights, privileges, and protections for its employees.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: This will allow the school to obtain the best value on goods and services.

Policy 4180: Employee Cell Phone and other Personnel Electronic Communication Device

Policy from Staff Handbook

Policy: Employees with school-issued cell phones are reminded that occasional, personal use of school cell phones shall in no way increase the expense to the school for the cell phone account. All cell phones are to be turned off or placed in “silent” mode during meetings and instructional settings.

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate has policies and procedures in place regarding employee cell phone use and reimbursement.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: Stargate covers the cost of any school-issued cell phones.

Policy 5640: Fundraising

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Fundraising projects are approved by the Executive Director(s) or other designee. Bingos, raffles, and gambling activities shall not be permitted unless the sponsor of the fundraiser has procured the appropriate license from the State of Colorado or except as permitted by law. Fundraising shall not interfere with instructional programs or compromise the health and/or safety of students. Fundraising efforts of the school and/or parent groups shall not unreasonably burden students, staff, parents, and/or community members. All purchases made with such funds shall comply with the Stargate procurement policies. All such purchases become the property of Stargate.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its -Mission and Vision.
- e. Financial impact: Minimal. This will allow Stargate to use its financial resources in a way that aligns with the mission and vision.

Policy 5650, 5670: Student Distribution of Non-School Materials, Distribution of School/District/Non-District Related Materials

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate will implement its own materials distribution policies based on Policies 5650 and 5670. The Stargate Board will have the final say on all appeals in regards to these policies.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: None

Policy 6100: Perpetual School Calendar

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: The Stargate Governance Board and Administration creates and approves the Stargate school calendar, which includes guidelines for staff in-service days and student contact hours.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: Minimal. This will allow Stargate to use its financial resources in a way that aligns with the vision and mission.

Policy 6110: Released Time for Students

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: The Stargate Governance Board sets and approves its own school calendar, which includes released time guidelines for students.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: None

Policy 6200: Course/Program Development

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

standards in each subject and be consistent with state law.

- b. Expected outcome: Stargate expects to continue to meet or exceed the District's performance standards. Stargate will continue to develop courses and programs to achieve its vision and mission.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: Minimal. Stargate will continually assess the cost-benefit analysis of all of its programming.

Policy 6230: Instructional Materials

Policy 1.19 Instructional Materials

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: The Executive Director of Academics is responsible for identifying appropriate instructional materials that support the Stargate Mission and Vision.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: Minimal. Stargate will continually assess the cost-benefit analysis of all of its instructional materials.

Policy 6250: Athletics

Stargate Athletics Policy

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate manages its own athletic program.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: Minimal. This will allow Stargate to use its financial resources in a way that aligns with the mission and vision..

Policy 6285: Post-Secondary Planning and Enrollment Options

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate manages its own concurrent enrollment process and ICAP process.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five

academic operating years, through June 30, 2029.

- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: Minimal. This will allow Stargate to use its financial resources in a way that aligns with the mission and vision.

Policy 6291: Dual-Enrollment

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate School does not allow dual enrollment.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its Mission and Vision.
- e. Financial impact: This will allow the Stargate to use its financial resources in other areas to promote its mission and vision.

Policy 6310: Reporting Student Progress

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school. Stargate will be responsible for its own grading system based on the application and its own reporting process.
- b. Expected outcome: Stargate will utilize a grading system consistent with its application and provide appropriate and timely feedback to its students and parents.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to implement its unique educational plan and promote its mission and vision.
- e. Financial impact: Minimal

Policy 6340: Graduation Requirements

- a. Reasoning: As a charter school, Stargate. has developed and will continue to develop and adopt its curriculum. As part of its programming, Stargate has developed graduation requirements that are different from the District.
- b. Expected outcome: Stargate will prepare its students for post-secondary experiences based on the graduation requirements presented in Attachment 5.

GRADUATION REQUIREMENTS:

Subject Area	Required Credits
English	4
Math	4
Science	3 (4 recommended)
Social Studies	3 (4 recommended)
World Language	2 of the same World Language (3 recommended)
PE/Health	1
Elective	7
Total	24

- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to **implement** its unique educational plan and promote its Mission and Vision.
- e. Financial impact: None

7000 Series: Facilities

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate will be responsible for the planning, design, construction, supervision, and naming of its own facilities.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing Stargate to **implement** its unique educational plan and promote its Mission and Vision.
- e. Financial impact: Stargate has budgeted for its facilities.

Policy 8900: Individual Rights & Responsibilities

- a. Reasoning: This policy would inhibit Stargate to operate autonomously as a charter school.
- b. Expected outcome: Stargate communicates rights and responsibilities to our community and stakeholders through various forms of communication.
- c. Duration: Stargate School requests the waiver for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
- d. School improvement: This will permit Stargate to operate autonomously, allowing

SCHOOL:

DATE:

REQUIRED PURCHASED SERVICES				
Reference	Service Description	Charges FY22-24	Estimated Charge FY24-25*	
1	Central Administrative Overhead	\$89.00	\$103.00	
2a	Charter Liaison Services (<i>Base Cost per school</i>)	\$17,500	\$17,500	
2b	Charter Liaison Services (<i>per pupil</i>)	\$57.11	\$59.07	
3	Instructional Support Services (<i>per pupil</i>)	\$44.47	\$47.32	
4	Operational Support Services (<i>per pupil</i>)	\$112.59	\$130.94	
4Aa	Licensing: Student Information System (<i>per pupil</i>)	\$8.00	\$8.00	
4Ab	Frontline Enrich (<i>per school</i>)	\$1,777.00	\$1,777.00	
4Ac	Google Suite	No Charge	No Charge	
OPTIONAL PURCHASED SERVICES				
	Service Description	Charges FY 23-24	Estimated Charge FY24-25*	Yes No
Other District Services				

5	Panorama Surveys -Family & Staff and/or Student (each is per family, per staff, per pupil)	\$1.33 ea.	\$1.00 ea.		No
6	Schoology-Curriculum (per staff FTE)	\$6.00	\$6.00		No
7	School Messenger (per student)	\$1.30	\$1.30	Yes	
8	PayForIt Annual Contract	.30-.50% of annual transactions		Yes	
Teacher Induction					
9A	Teacher Induction	\$400-\$1,300 per inductee			No
9B	Principal Induction	\$700.00			No

NEED BASED SERVICES - DEPENDENT UPON REQUEST & AVAILABILITY					
	Service Description	Charges FY23-24	Estimated Charge FY24-25*	Yes	No
Assessments					
10A	NWEA MAP Testing (<i>per student</i>)	\$9.25	\$9.50	Yes	
10B	TS Gold Kindergarten Readiness Testing (<i>per student</i>)	\$10.95	\$10.95		No
10B	Amplify/Dibels (<i>per student</i>)	\$12.95	\$12.95	Yes	
IT Specialized Service					
11	Records Storage and Management (electronic archiving of school records beyond required student records)		Server Storage: \$1.99 100 GB monthly Laserfiche license(s) annually: fee calculation based on # of licenses purchased		No

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

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



Charter Representative Signature

Gina M. Lanier

District Representative Signature

5/29/2024
Date

5/31/24

Date

