

## CHARTER SCHOOL CONTRACT

THIS CHARTER SCHOOL CONTRACT ("Contract"), is entered into this \_\_ day of March, 2005, for a term commencing the first day of July, 2005, and is made and entered by and between the BOULDER VALLEY SCHOOL DISTRICT RE-2 ("School District") and PEAK TO PEAK CHARTER SCHOOLS, INC., a Colorado nonprofit corporation charter school ("Peak to Peak"), by its Board of Directors.

### RECITALS

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

WHEREAS, on May 26, 1998, an application was received from the Peak to Peak for the formation of a charter school within the School District; and

WHEREAS, the School District's Board of Education ("Board" or "Board of Education") determined that the application submitted to the School District for the formation of Peak to Peak as a charter school, as further amended herein, complied with the purposes and requirements of the Charter Schools Act; and

WHEREAS, on August 27, 1998, the School District conditionally granted the application and on May 13, 1999, approved a Charter School Contract for a five-year term ("Original Contract"); and

WHEREAS, Addendum No. 1 to the Original Contract was executed as of March 12, 2002; and

WHEREAS, on December 1, 2004, Peak to Peak timely filed an application for renewal of the charter ("Renewal Application") for a five-year term to commence on July 1, 2005; and

WHEREAS, Peak to Peak has achieved pupil performance standards, responsibly managed its funds, and met all other goals, objectives, content standards, applicable Federal requirements and other terms of the Original Contract; and

WHEREAS, on January 11, 2005, and January 25, 2005, the Board considered the Renewal Application, found that renewal of the charter was in the best interests of the students, the School District, and the community and, therefore, conditionally approved the renewal of the charter subject to the negotiation of an acceptable charter school contract.

NOW, THEREFORE, in consideration of the foregoing Recitals and their mutual covenants, the parties agree as follows:

## AGREEMENT

1.0 Renewal Application. The Board finds that the Renewal Application contains all information necessary to comply with the provisions of C.R.S. § 22-30.5-110(2). Unless otherwise specifically modified herein and pursuant to Paragraph 12.1, the Renewal Application is incorporated into this Contract in the manner specified in Exhibit A, "Peak to Peak Charter School Renewal Application Inclusions"; provided, however, that all provisions of the Renewal Application that impose obligations on the School District are incorporated only to the extent expressly stated herein. This Contract shall consist of the text of this Contract agreement, all School District Policy, as defined in Paragraph 1.1 below, and all exhibits attached hereto.

1.1 School District Policy. The term "School District Policy" shall hereinafter mean the requirements of all School District policies and regulations that are in existence as of March 1, 2005, that are not waived by this Contract, plus all Peak to Peak policies that are adopted pursuant to this Contract in lieu of or in addition to any waived policies.

2.0 Mission Statement. The statement contained in the Mission Statement Section of Peak to Peak's Renewal Application (page 25) is accepted by the School District.

3.0 Goals and Objectives. The goals and objectives set forth in the Goals and Objectives Section of the Renewal Application (page 26) are accepted by the School District, as amended by this Contract, and subject to the conditions set forth below:

3.1 Student Attendance, Conduct, and Discipline. Peak to Peak has adopted its own set of written standards of student conduct and discipline and the School District's student rights and responsibilities handbook.

3.1.1 Peak to Peak may adopt its own written attendance policy and shall be granted a waiver from the School District's policy, so long as Peak to Peak's policy is in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

3.1.2 Peak to Peak has adopted and may revise its own set of written policies concerning standards of student conduct and student discipline and shall be granted a waiver from corresponding School District Policy so long as the policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student. Unless services are purchased from the School District, any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of Peak to Peak. Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the School District as a result of Peak to Peak's payment for those services as provided in this Contract. The parties acknowledge that Peak to Peak is purchasing all general educational services required by law to be provided to suspended or expelled students as set forth under the section entitled "Miscellaneous Legal Obligations" on Exhibit D.

3.1.3 Peak to Peak's program, policies, and practices shall promote principles of nondiscrimination against and non-harassment of students. Peak to Peak will comply with all School District standards regarding school climate; will participate in Boulder Valley School District School Climate Survey; and will utilize the information obtained from the surveys to evaluate its school climate and its policies and procedures related to the same. During the Contract term, Peak to Peak will continue to implement and enforce anti-bullying and anti-harassment measures to promote a positive school climate for all students. Peak to Peak will incorporate in its public complaints policy (Policy KL) a mechanism for parents and students who are dissatisfied with any school climate issues to seek redress with the Boulder Valley School District Superintendent or designee and, thereafter, with the Board in accordance with Peak to Peak's and the School District's Regulation KL-R. If Peak to Peak fails to meet the standards within this provision, then within thirty days after written notice from the School District, Peak to Peak will prepare and submit to the Board a plan to remedy the matter set forth in the notice. If Peak to Peak violates this paragraph, then the Board may seek appropriate remedies, including termination, revocation or nonrenewal of the Contract.

3.2 Student Welfare and Safety. Peak to Peak shall comply with all School District Policy and with all applicable federal and state laws, concerning student welfare, safety, and health, including, without limitation, those addressing the reporting of child abuse, accident prevention and disaster response, crisis management plans, implementation of a Safe School Plan as required by C.R.S. § 22-32-109.1(2), and any state regulations governing the operation of school facilities.

3.3 Accountability and Accreditation. Peak to Peak shall operate under the auspices of, and be accountable to, the School District and the Board, and shall be subject to all School District Policy and state and federal law. Peak to Peak shall comply with the educational accountability provisions of Colorado law, as amended from time to time, including, without limitation, the Educational Accountability Act of 1971, C.R.S. § 22-7-101 et seq.; the Educational Reform Act, C.R.S. §§ 22-7-401 et seq.; the School Accountability Reporting Act, C.R.S. § 22-7-601 et seq.; the Colorado Educational Accreditation Act of 1998, C.R.S. §§ 22-11-101 et seq. ("Accreditation Act"); the Colorado State Board of Education's Accreditation Rules 1 CCR 301-1; and the terms of any Accreditation Contract between the School District and the Colorado State Board of Education ("State Board"), as amended from time to time. Peak to Peak shall provide an annual accountability report to the School District on or before October 15 of each year that shall include, but not be limited to, a School Improvement Plan, parent surveys evaluating Peak to Peak in its delivery of educational services, and student testing results on the CSAP examination and any other assessments required by state law or School District Policy.

3.3.1 Peak to Peak shall maintain a rating of average or above, as demonstrated on any school accountability report issued by the state or demonstrate longitudinal progress of students on CSAP as measured by School District assessments. If Peak to Peak receives a rating of low or below on any school accountability report issued by the state for two consecutive years following the commencement of the term of this Contract, the Board may

deem that such ratings constitute a material breach of this Contract, entitling the Board to seek appropriate relief, including termination or revocation or non-renewal of the Contract.

3.3.2 Peak to Peak agrees to comply with the applicable provisions of the federal No Child Left Behind Act, 20 U.S.C. §§ 6301 et seq., as amended, and its implementing regulations.

3.4 Use of Constitutional One Percent Funding. Attached as Exhibit B is Peak to Peak's written plan, required by C.R.S. § 22-30.5-105(2)(b)(I), specifying how it intends to use the one percent increase in statewide base per pupil funding, provided by Section 17 of Article IX of the Colorado Constitution, to raise student achievement. By May 1 of each year of this Contract, Peak to Peak shall review and revise such plan for the following school year as well as any other report required by the state for submission to and approval by the School District.

4.0 Community Support. The Board finds that sufficient support for the continuation of Peak to Peak as a charter school exists.

5.0 Educational Program, Pupil Performance Standards, and Curriculum. The educational program, pupil performance standards, and curriculum set forth in the Educational Program and Standards Section of the Renewal Application (Sections 5, 5.1 and 5.4, pages 31, 32, and 33) are hereby accepted, as amended and subject to the conditions set forth herein.

5.1 Curriculum. Peak to Peak's curriculum and instructional programs, as reviewed by the Board and contained within the Renewal Application (Sections 5, 5.1, 5.4, and all of 6, 7, and 8, and Appendices I and J) are approved, subject to amendment from time to time by Peak to Peak, with Board approval, and as may be required by applicable School District Policy.

5.1.1 Peak to Peak shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law, including, without limitation, requirements regarding content standards. By August 1 of each year, Peak to Peak will have available and provide to the School District's Division of Learning Services upon request a summary of its yearly curriculum plan for the ensuing school year in order to determine that the plan is consistent with the Renewal Application. The plan shall include a complete listing of all middle and high school program course description booklets with revisions marked to show any changes from the Renewal Application and a summary of any material changes to the middle school and high school programs from the Renewal Application for the ensuing school year. Prior to commencement of instructional programs in Peak to Peak based upon any curriculum or program delivery system materially different from the Renewal Application and approval in section 5.1 above, Peak to Peak shall provide written evidence reasonably acceptable to the School District of the complete scope and year-by-year sequence of such program of instruction. The School District shall have forty-five days for review and to approve/disapprove commencing from the day of receipt (so long as this section and time period are referenced in the



transmittal). The intent of this requirement is to ensure that students of Peak to Peak continue to have sound educational foundations that meet or exceed state-approved content standards for applicable courses. Peak to Peak's courses shall also meet or exceed the content standards of the School District, as approved from time to time by the Board of Education and shall be implemented so as to allow for assessment of subject area proficiency in a manner and at times that are consistent with state law, as implemented by the School District.

5.1.2 Peak to Peak agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board, including, without limitation, instruction in the areas of state and federal history and civil government, C.R.S. § 22-1-104; honor and use of the United States flag, C.R.S. § 22-1-106; the federal Constitution, C.R.S. § 22-1-108; and the effect of use of alcohol and controlled substances, C.R.S. § 22-1-110.

5.1.3 Peak to Peak shall keep in force a process, approved by the School District, for resolving public complaints, including complaints regarding curriculum, that provides an opportunity to be heard and an appeal process similar to current School District policies and procedures (KL and KLB, together with supporting regulations), except that the final administrative appeal shall be heard by the Peak to Peak Board of Directors, rather than the Board.

## 5.2 Records.

5.2.1 Peak to Peak shall comply with all record-keeping requirements of the Board and/or federal or state law and shall provide any reports, as necessary, to meet the School District's reporting obligations to the State Board, Colorado Department of Education ("CDE"), and U.S. Department of Education.

5.2.2 Peak to Peak shall comply with all School District Policy and applicable federal and state laws, concerning the maintenance, retention, and disclosure of student records, including, without limitation, the Colorado Public Records Law, C.R.S. §§ 24-72-204 et seq., and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g. The Board, its Superintendent, and their designees (whom the School District has determined to have legitimate educational interests) shall have access to all records of the charter school in the same manner as they would have access to the records of any other public school in the School District. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance and standardized test results, and documentation required under federal and state law regarding the education of students with disabilities. Copies of a student's permanent cumulative education file will be forwarded by the School District to Peak to Peak by June 30 for those students who are registered by that time for the ensuing school year and within a reasonable time for students registering thereafter.

5.3 Nonreligious, Nonsectarian Status. The educational program of Peak to Peak shall be nonreligious, nonsectarian, and, consistent with applicable law and School District

Policy, shall not discriminate against any student on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, religion, ancestry, or disability.

5.4 Enrollment. Enrollment shall be open to any child who resides within the School District and to any child who resides outside the School District subject to compliance with Colorado open enrollment statutes, School District Policy, and this Contract. Peak to Peak shall submit the names, ages, grade levels, and addresses of all those students who have registered to enroll in Peak to Peak during the ensuing school year and by October 15 shall provide the same information for students who have been admitted and are in attendance. The School District and Peak to Peak agree that for the term of this Contract, Peak to Peak's total funded enrollment for purposes of the Public School Finance Act of 1994 or successor act ("Finance Act") and any allocation of state or local funds ("Funded Enrollment") shall be limited to 1,389 full-time equivalent students (Student FTEs). This limitation on the number of enrolled and funded students is acknowledged by the School District and Peak to Peak as necessary to ensure that Peak to Peak's enrollment does not exceed the capacity of Peak to Peak's facility and site. Peak to Peak and students enrolling in Peak to Peak are subject to and shall comply with School District Policy and Peak to Peak Regulation JECC-R regarding open enrollment. In recognition of Peak to Peak's agreement to the enrollment numbers herein, Peak to Peak may enroll students from its wait list up to the date the enrollment count "window," as defined by CDE and the provisions of the Finance Act begins each year for purposes of determining eligibility for Peak to Peak funding under Section 7.1 below and may enroll students who will not be eligible for funding at Peak to Peak at any time thereafter for the remainder of the then current year. In the event Peak to Peak's enrollment drops during the school year, Peak to Peak may accept students to fill available positions in order to stay as close as possible to the enrollment limit. Peak to Peak shall coordinate the acceptance of all such students in advance with and on the dates authorized by the Superintendent or designee.

5.4.1 School Level Configurations. Within the Funded Enrollment, Peak to Peak's enrollment targets for Student FTEs are as follows: (a) elementary school: 414 Student FTEs; (b) middle school: 375 Student FTEs; and (c) high school: 600 Student FTEs. The parties agree that for enrollment purposes, the total number of Student FTEs at the elementary school level may vary by five percent (5%); the total number of Student FTEs at the middle school level may vary by twenty percent (20%) during the first three years of the Contract term and ten percent (10%) thereafter; and the total number of Student FTEs at the high school level may vary by ten percent (10%); provided, however, that the Funded Enrollment shall not exceed 1,389 during the Contract term. The total school population, however, can exceed 1,389 Student FTEs, by up to five percent (5%), provided that the number of Student FTEs over 1,389 shall not be funded.

5.5 Admissions. In accordance with this Contract and subject to School District Policy regarding open enrollment procedures and eligibility criteria for admission into school programs, students shall be considered for admission into Peak to Peak in the manner described in the Outreach Efforts, Section 9.4 of its Renewal Application (page 40), Peak to Peak's Policy JECC, and Peak to Peak's procedure JECC-R as described on the attached Exhibit C. All admission and enrollment processes and decisions shall be made without regard to race,

creed, color, national origin, sex, marital status, sexual orientation, religion, ancestry, or disability. Section 20 of the Admissions Process Section of the Renewal Application is not incorporated, but is replaced and superseded by Peak to Peak Policy JECC and Peak to Peak procedure JECC-R. Denial of admission shall be handled consistent with state law, this Contract, and School District Policy. Consistent with the above provisions of this Paragraph 5.5, Peak to Peak will follow School District Policy and Peak to Peak policy JECC-R as approved herein pertaining to lottery and open enrollment processes and timelines. In the event Peak to Peak or an affiliate entity operates an early childhood education or other program for pre-kindergarten students, such children shall not be given any preference for enrollment in Peak to Peak.

5.5.1 As with all other School District Policy that is adopted by this Contract, Peak to Peak will negotiate in good faith with the School District with regard to any substantive changes in such policies including Peak to Peak's and the School District's open enrollment policies and regulations that the School District or Peak to Peak wish to implement during the term of this Contract and that the School District or Peak to Peak wish to apply to Peak to Peak. See also Paragraph 8.7.3 below.

5.6 Education of Students with Disabilities or Limited English Proficiency. Peak to Peak agrees to comply with School District Policy and the requirements of federal and state law concerning the education of children with disabilities. Unless otherwise agreed in writing by the Board, Peak to Peak shall comply with this obligation by contracting with the School District to provide special education and related services as provided herein. Following enrollment of a District resident student, Peak to Peak and the School District shall determine whether the student has been identified as a child with disabilities. If so, the parties shall obtain a copy of the student's individualized education program ("IEP"). A properly constituted staffing team shall be convened to determine whether Peak to Peak is an appropriate placement for the student and, if so, what services are to be provided by Peak to Peak and what services will be provided by the District. Where a student's special education needs or need for English Language Learner ("ELL") services can be appropriately met by Peak to Peak certified staff, the student(s) needing such services will receive them, to the extent appropriate, on the Peak to Peak campus. To the extent that ELL services are required or special education and related services are required pursuant to a student's IEP that cannot be provided by Peak to Peak, the School District will do so in a manner consistent with its approach for other schools of the School District. Funding and payment for ELL and special education services shall be in accordance with Paragraph 7.1.4 below.

5.6.1 If a student with disabilities who is not a resident of the School District applies for admission to Peak to Peak, enrollment acceptance is contingent upon an appropriate IEP team meeting being convened to determine if a free appropriate public education is available for the student at Peak to Peak. The student will not be accepted as a student at Peak to Peak if the IEP team finds that a free appropriate public education is not available for the student at Peak to Peak. If Peak to Peak and the School District determine that the non-resident student requires transportation as a related service, the School District shall be solely responsible for arranging the financing and provision of said services. If the non-resident student with

disabilities is one for whom tuition may be charged or excess costs collected, the School District is entitled to collect said monies and credit them to the overall School District cost of providing special education services.

5.6.2 Peak to Peak shall remain solely responsible for the costs of providing those services required under an IEP and that are typically provided by regular classroom teachers through the normal classroom program, including without limitation, the cost of the classroom teacher (subject to Section 7.1.4), typical classroom supplies and services, and supplies generally made available to all students. Peak to Peak and the School District shall both be responsible for ensuring that their respective employees properly carry out the applicable requirements of each IEP.

5.7 Tuition and Fees. Tuition may not be charged to students who reside in the School District, other than for optional before- and after-school programs, intersession programs, pre-school programs, summer programs, extended day kindergarten, summer school, and travel programs administered by Peak to Peak, consistent with the provisions of C.R.S. § 22-32-118. In the case of enrollment of a nonresident student with disabilities in Peak to Peak, the School District shall collect the tuition charge for the excess costs incurred in educating the child from the school district of residence pursuant to guidelines developed by CDE in accordance with C.R.S. § 22-20-109(5) and apply such amounts toward reducing the School District's overall cost of providing special education services. Student fees may be charged by Peak to Peak so long as such fees are in accordance with applicable Colorado law and regulations including, but not limited to, the provisions of C.R.S. §§ 22-32-110(1)(o) and (p) and 22-32-117 and School District Policy and regulations. Peak to Peak shall provide to the School District a schedule of all proposed fees for the ensuing year by May 1 of each year.

5.8 Enrollment in Selected Classes. Peak to Peak and School District students may apply for enrollment in individual middle and secondary classes at each other's schools on a space-available basis and subject to the other provisions of C.R.S. § 22-36-101 and School District Policy. Peak to Peak and the School District shall reimburse the other at the rate of one-fourteenth of Peak to Peak's gross per pupil funding, net of services purchased from the School District, per semester hour for each class taken.

5.9 Extracurricular and Interscholastic Activities. Subject to the provisions of C.R.S. § 22-32-116.5, the rules of the Colorado High School Activities Association ("CHSAA"), and this section 5.9, Peak to Peak students may try out for and participate in extracurricular and interscholastic activities offered by the School District that are not offered at Peak to Peak. The School District shall choose the school at which the student may participate. Among other factors, the school of participation shall be the school that offers the greatest number of activities in which the student wishes to participate and shall be at the school that would otherwise be the student's regular school of attendance in the School District unless otherwise approved by the Superintendent or designee for good cause, such as the distance from Peak to Peak to that school. To participate at another School District school, the student shall comply with all applicable laws and the then current rules, policies, and prerequisites of the School District, CHSAA, 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 a fee, the Peak to Peak student or Peak to Peak shall be responsible for payment of a fee that shall be equal to 150 percent of the fee amount the school of participation would charge an enrolled student to participate in the activity. Under the same terms and conditions above, School District students similarly may try out for and participate in extracurricular and interscholastic activities offered by Peak to Peak that are not offered at the student's school of attendance.

6.0 Evaluation of Pupil Performance and Procedures for Corrective Action. The Board accepts Peak to Peak's methods for evaluating pupil performance as contained in the Plan for Evaluating Student Performance, Section 10 of the Renewal Application (page 42). The Board accepts Peak to Peak's proposal for the use of multiple tools for assessment of student performance which shall include but not be limited to standardized achievement tests. Peak to Peak agrees to cooperate with School District administrators to coordinate testing and the reporting of test data with the School District's statistical reporting needs and to implement any testing requirements that may be required to meet the School District's obligations under the provisions of Colorado law including, without limitation, the Educational Accountability Act of 1971, C.R.S. §§ 22-7-101 et seq., the Accreditation Act, and the provisions of the No Child Left Behind Act, 20 U.S.C. § 6311(b)(3). Peak to Peak shall pay to the School District the pro-rata costs associated with all such tests and assessments such as, but not limited to, the cost of test booklets and scoring and tabulating results.

7.0 Economic Plan, Budget, and Annual Audit. The provisions of this Contract shall supersede and control over any conflicting language contained in the Renewal Application concerning budget and funding.

#### 7.1 Funding Package.

7.1.1 Subject to the total Funded Enrollment in Section 5.4 and other provisions of this Contract including, without limitation, purchased services, and so long as Peak to Peak is a School District charter school located within its boundaries, the School District shall provide funding for each Funded Enrollment Student FTE enrolled in Peak to Peak during each fiscal year of the term of the charter (commencing with the 2005-2006 fiscal year) as follows: (a) 100 percent of the School District per pupil revenues ("PPR"), as defined by C.R.S. § 22-54-103(9.3); (b) 100 percent of the per pupil revenue attributable to the School District's November 1991 budget election; (c) a "fair share" per pupil attributable to the School District's November 1998 budget election; and (d) a "fair share" per pupil attributable to the School District's November 2002 budget election. "Fair Share" shall be calculated in accordance with Exhibits D-1 and D-2 attached, subject to annual adjustment based upon School District student enrollment. The foregoing funding amounts shall include the one percent increase in state base per pupil funding as provided by the Colorado Constitution Article IX, Section 17 and required by C.R.S. § 22-30.5-112(2)(a)(III)(B) as the same may be amended from time to time. The parties agree that the funding levels provided for in this Contract, including the purchased services under Exhibit D and allocated costs, comply with the financing guidelines of Colorado law. The term "enrolled" as used in this Contract shall be deemed to mean enrolled as of the

counting dates or periods and in accordance with the requirements of the Finance Act or successor act and CDE regulations. Peak to Peak shall be subject to audit by CDE and by the School District of the count of students enrolled in Peak to Peak.

7.1.2 So long as Peak to Peak is not in material breach of this Contract, any funding provided by the School District hereunder will be made available for draw by Peak to Peak throughout the year consistent with the School District's procedures for its other schools, commencing on July 1, 2005, for the first year and on July 1 in each year of the Contract thereafter, subject to the enrollment limits, adjustments or purchased services as provided in this Contract. The funding on July 1 will be based on the number of students with enrollment forms on file with the School District at that time that are signed by a parent or guardian. When adjustments in funding are made, based upon these enrollment count dates, any increases or decreases shall apply to the total school year but shall be spread over the remaining months of the fiscal year. Expenditures, within the applicable funding allocated to Peak to Peak, shall be made by the School District on Peak to Peak's behalf as part of Business Services.

7.1.3 To the extent the School District experiences any reduction or receives any increase in state equalization support by state audit attributable to Peak to Peak's enrollment or a legislative rescission or a modification to per pupil equalization funding, proportionate reductions or increases will be made to Peak to Peak's funding by adjustment or setoff in subsequent months. Adjustments may be accomplished by the School District upon thirty days' prior written notice. Further, if any significant alteration is made to the Finance Act, the parties shall reexamine and renegotiate in good faith the funding of Peak to Peak to take into consideration the changes in the Finance Act. The parties recognize and understand that under the current version of the Finance Act, neither Peak to Peak nor the School District will receive funding for students in the year of enrollment if the student first enrolls in Peak to Peak or the School District after the October 1 count date.

7.1.4 In consideration of the special education and ELL services to be provided by the School District under section 5.6 (Education of Students with Disabilities or Limited English Proficiency), Peak to Peak agrees that the School District will deduct from the funding provided in this section 7.1 the amount of the School District's average, per pupil special education and ELL costs (items numbered 2 and 3 on Exhibit D) multiplied by Peak to Peak's Funded Enrollment. Peak to Peak will receive, as a credit against such costs (i) a proportionate share of the categorical reimbursement funding provided to the School District by the federal and state governments for special education, ELL, and for English Language Proficiency Act ("ELPA"); and (ii) a proportionate share of excess costs for non-resident students as described in Paragraphs 5.6.1 and 5.7, as noted on Exhibit D under "Categorical Sources." Upon the submission of appropriate documentation by Peak to Peak to the School District's Director of Special Education (preferably by May 1 of each year) regarding Peak to Peak's special education program, including (i) the number of active IEPs plus newly-enrolled students with IEPs at Peak to Peak; (ii) the number of special education licensed and/or endorsed (as required by law) staff at the school and their responsibilities; and to the School District's Director of Literacy and Language Support Services: (iii) the number of current and newly enrolled students at Peak to Peak eligible to receive ELL services (notwithstanding previous waivers of such services); and

(iv) the number of endorsed and/or licensed (as required by law) staff at the school to provide ELL services, the School District shall allocate funds back to Peak to Peak in the then current fiscal year for that portion of the salaries and benefits of those staff members at Peak to Peak who had been approved by the School District and Peak to Peak (a) to provide special education services under this Contract consistent with the students' IEPs; (b) to supervise special education staff on-site at the Peak to Peak campus; (c) to provide other special education services to augment the IEPs as determined by the School District; and (d) to provide ELL services. Reimbursement of the portion for Peak to Peak licensed certified or endorsed special education and ELL teachers under this paragraph shall be based upon the salary and benefits that such special education or ELL teacher(s) would receive if placed on the School District's adopted salary schedule based on actual teaching experience. Reimbursement of the portion for Peak to Peak certified and/or endorsed (as required by law) classroom teachers and on-site supervisors under this paragraph shall be based upon the average School District special education teacher salary and benefits and actual time spent delivering the services. Such reimbursement amounts shall be subject to annual reconciliation by the School District and to all teachers and supervisors, for whom reimbursement is sought hereunder, participating in a minimum of three School District requested trainings per year at no cost to Peak to Peak. With respect to categorical programs other than special education, ELL, and ELPA, Peak to Peak may apply for and receive state and federal funding, if any, to the extent that Peak to Peak is serving students who are eligible for such aid, complies with the conditions and requirements of such programs and applicable law, fulfills the reporting requirements under such programs, and is not receiving services under such programs from the School District. "ELL services" shall apply to all students with ELL needs at Peak to Peak, notwithstanding any previous waivers of such services given by such students.

7.1.5 The level of funding provided by the School District for Peak to Peak in section 7.1 above and the term of such funding is based upon the assumption that Peak to Peak will not be occupying existing or future School District-owned facilities. The level of funding shall be reopened and Peak to Peak and the District agree to negotiate in good faith a reduction in the total funding, provided for in this Contract, in any fiscal year that Peak to Peak is occupying School District facilities and is not making installment or rental payments at levels substantially the same as projected in Peak to Peak's budget, referred to in Section 7.2 below.

7.1.6 By June 30, 2005, and by the end of June each year thereafter during the term of the Contract, Peak to Peak's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School District shall credit to Peak to Peak's ending fund balance in each fiscal year the per pupil portion of the School District's TABOR Reserve for Peak to Peak Funded Enrollment FTEs in the School District during the prior fiscal year. When Peak to Peak reaches its enrollment limits, Peak to Peak will be charged, as an allocated cost, its pro-rata share of any required TABOR Reserve increases. Peak to Peak shall maintain a positive ending fund balance on a GAAP Basis, including any TABOR requirements.

7.1.7 Requests by Peak to Peak to fund necessary capital construction projects through ballot questions for approval of bonded indebtedness and/or a special mill levy

shall be submitted in writing (with a capital construction plan as specified in C.R.S. § 22-30.5-404(3) and other supporting documentation) to the School District as far in advance of the November election date as possible, and such requests shall be considered and action thereon shall be taken in accordance with governing law. The School District will, however, provide notice to Peak to Peak at the earliest possible time, but not later than the time required by C.R.S. § 22-30.5-404 of (i) its intent to hold an election to incur bonded indebtedness for these purposes and (ii) the date the Board requires the above materials to be submitted by Peak to Peak. The School District shall support reasonable site development plans submitted by Peak to Peak to the City of Lafayette that are not inconsistent with this Contract.

7.2 Budget. Peak to Peak's annual budget is subject to the following:

7.2.1 The per pupil funding shall be determined in accordance with section 7.1 above.

7.2.2 Peak to Peak shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services and the cost of certain purchased services of the School District as set forth in Exhibit D, attached and incorporated by this reference. The services identified on Exhibit D as "purchased" shall be provided to Peak to Peak by the School District and purchased and paid for by Peak to Peak to the School District during the term of this Contract, as set forth on Exhibit D, at the School District's annually budgeted cost. For those services identified as "optional" on Exhibit D, Peak to Peak shall inform the School District by no later than April 1 of each year of the services it intends to purchase for the following fiscal year. If Peak to Peak does not purchase optional services, it shall be responsible for performing those activities or services itself in the same manner as is required by law of other schools in the School District, unless otherwise waived in writing by the Superintendent or designee. The School District shall provide Peak to Peak with access to projected service rates by April 1 and final, budgeted service rates for each fiscal year within fifteen days following final adoption of the School District's budget for that year. These rates will be the basis for costs charged to Peak to Peak during that fiscal year. Exhibit D includes a detailed description of each service and allocated cost charges together with cost estimates provided by the School District for the 2004-2005 fiscal year. This will be adjusted to reflect budgeted costs for each fiscal year. Costs of purchased services and central administrative overhead charges shall be reconciled annually to actual costs within 90 days after the end of each fiscal year to the extent required by C.R.S. § 22-30.5-112(2)(a.4). Any difference between the amount initially charged and the actual cost shall be paid to the owed party.

7.2.3 Subject to Paragraph 10.2.3, the School District will provide legal services through the School District's legal counsel for the defense of suits, actions, and claims against Peak to Peak for which the School District provides insurance coverage in accordance with Exhibit G. Legal services shall also be provided by the School District's in-house legal counsel in accordance with the legal services purchased by Peak to Peak under Exhibit D. Legal counsel shall not be provided for defense of matters involving disputes between Peak to Peak and the School District or where there exists a conflict of interest between the School District and Peak to Peak (as determined by counsel for the School District in



reference to legal services purchased by Peak to Peak from the School District, and as determined by insurance defense counsel as to legal services provided through the School District's insurance) then the School District, or the School District's insurance, as the case may be, will provide legal services through other counsel. The provision of a defense is conditioned upon prompt notification by Peak to Peak to the School District of all claims, including threatened or reasonably anticipated claims or actions; full cooperation with the School District and legal counsel in defending the claim and Peak to Peak not compromising, settling, negotiating, or otherwise similarly dealing with the claim without the express consent of the Board. The School District's counsel will consult with Peak to Peak prior to settling any claim hereunder. Peak to Peak acknowledges that in the event of a dispute between Peak to Peak and the School District, the School District's legal counsel will represent the School District and not Peak to Peak with respect to such dispute. However, any potential conflict arising from the representation of Peak to Peak by the School District's legal counsel shall be resolved in accordance with the Colorado Rules of Professional Conduct. Peak to Peak shall have access to legal consultation and advice where such assistance is requested through and approved by the School District's Superintendent or designee consistent with the foregoing and Peak to Peak's purchase of legal services from the School District. In other cases, legal services shall be provided at Peak to Peak's expense.

7.2.4 In further consideration of the funding provisions, the School District agrees that it will defend any federal complaint, Office of Civil Rights (OCR) complaint or due process hearing request related to an ELL student or a student with disabilities in attendance at Peak to Peak, to the extent of any alleged illegal actions or inactions against any such students by a School District employee or a Peak to Peak employee. Within ten days after the receipt of any federal complaint, OCR complaint or due process hearing request that includes allegations against Peak to Peak and/or the School District employees, the parties will meet to explore efficiencies and to determine the course of action in providing a defense including, without limitation, the potential for a joint defense.

7.2.5 By May 1 of each year, Peak to Peak shall provide to the Board its proposed balanced budget for the upcoming fiscal year based upon such enrollment. The projected Peak to Peak balanced budget, when incorporated into the School District's budget and accepted by the Board for each fiscal year, will be attached and incorporated into this Contract as an exhibit, and will be subject to adjustment based upon current state-funding data as it becomes available during the budget adoption process. The budget format used by Peak to Peak shall be consistent with the requirements of applicable Colorado law (currently form CDE-18). The budget may be modified prior to October 1 of each year so long as it continues to present a balanced financial plan, consistent with this Contract and state law, to provide the instructional services represented by Peak to Peak. Any material modifications to the budget shall be submitted to the Superintendent or designee.

7.3 Financial Records and Annual Audit. Peak to Peak shall establish, maintain, and retain appropriate financial records in accordance with all applicable federal, state, and local laws, rules, and regulations, and make such records available to the School District, as requested, from time to time; provided that, for those services that the School District agrees to

perform under this Contract, the School District will maintain and make available such records. Peak to Peak shall similarly make the records (except the personnel files, if any) of any of its supporting I.R.C. § 501(c)(3) organizations available to the School District upon request. Peak to Peak shall cooperate in an independent, outside audit by a certified public accountant of its and, if required by the School District, its supporting organization's financial and administrative operations on an annual basis. The Peak to Peak audit shall be performed by the School District's independent auditors in conjunction with the audit of the School District itself. The results of the audit shall be provided to the School District in written form within the same statutory time limits required of the School District and shall be published and posted as required by law. Any cost associated with the audit of Peak to Peak is included in the amount designated on Exhibit D for central administrative overhead costs. In the event Peak to Peak fails to provide the financial information to the School District in the form and on the dates provided for in this Contract or as otherwise required by the state or federal government, the School District may withhold twenty percent (20%) of any payment due Peak to Peak until such time as Peak to Peak complies with the financial reporting requirements.

8.0 Governance and Operation. The Governance and Operations Section 16 of the Renewal Application (page 48) concerning the nature and extent of parental, professional educator, and community involvement in the governance and operation of Peak to Peak is accepted by the School District to the extent permissible under federal and state law and subject to all conditions of this Contract and School District Policy. In addition, the Renewal Application is amended as follows, which amendments and other provisions of this Contract shall supersede and control over any conflicting language contained in the Renewal Application:

8.1 Conflict of Interest. Members of the Peak to Peak Board of Directors and other committees of Peak to Peak that have been delegated the authority to make hiring or contracting recommendations shall comply with applicable state law and School District Policy regarding ethics and conflict of interest.

8.2 Nonreligious, Nonsectarian Status. Peak to Peak shall operate, in all respects, as a nonsectarian, nonreligious, non-home-based public school. Peak to Peak shall not be affiliated with any nonpublic sectarian school or religious organization. Negotiation by Peak to Peak of an occupancy lease with or temporary use of a religious institution's facility shall not be construed as affiliation.

8.3 Commitment to Nondiscrimination. Peak to Peak shall comply with all applicable federal, state, and local laws, rules, and regulations and School District Policy, prohibiting discrimination on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, religion, age, ancestry, or disability.

8.4 Accountability Committee. The Peak to Peak Board of Directors shall establish a school accountability committee that, unless determined by the School District to be exempt, shall have a composition of members consistent with the requirements of Colorado law and that will participate in the accountability process in accordance with School District Policy and state law. All records created and maintained in accordance with the provisions of this

Contract, School District Policy, and federal and state law shall be open to inspection by the School District.

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

8.6 Indigent Students. Except for those programs described in section 5.4 above for which tuition may be charged, Peak to Peak shall waive all fees for indigent students in accordance with School District Policy and applicable federal and state law. If requested by the School District, Peak to Peak shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board regulations. On all fee lists and schedules, Peak to Peak shall include notification of the policy of waiver of fees for indigent students.

8.7 Operational Powers. Subject to the conditions and provisions of this Contract, Peak to Peak shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenues derived by Peak to Peak consistent with law.

8.7.1 To the extent consistent with federal and state law, Peak to Peak shall have authority to exercise independently the following powers (including such other powers as provided for elsewhere in this Contract and in the Renewal Application): purchase goods and services; prepare a proposed budget; select and hire personnel and determine their compensation; procure insurance at its expense; purchase, lease, or rent furniture, equipment, supplies, facilities, and transportation; retain fees collected from students in accordance with law; and accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract or applicable School District Policy.

8.7.2 Peak to Peak shall comply with applicable provisions of Article X, Section 20 of the Colorado Constitution. Peak to Peak shall not have any authority to enter into any agreement or make any commitment that gives rise to a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever on the part of Peak to Peak or the School District without the prior express written consent of the School District.

8.7.3 In exercising its powers, Peak to Peak shall comply with all School District Policy, this Contract, and applicable law. All School District-approved policy changes and regulation changes will be made available to Peak to Peak when made available to other schools and in the same manner as for other schools within the School District. Peak to Peak shall furnish to the Board copies of all written policies or procedures it may develop with respect to any matter relating to its operations and educational program upon adoption of such

policies by the Peak to Peak Board of Directors. If the School District objects to such policy, the dispute resolution process of Section 12.9 shall apply. Peak to Peak agrees to comply with future Board policies unless Peak to Peak's Board reasonably believes that any such policy would materially interfere with essential elements of Peak to Peak's Renewal Application, as incorporated herein, and this Contract. In that case, the parties agree to negotiate in good faith about such policy. In the event the parties are unable to agree whether any such policies would materially interfere with essential elements of Peak to Peak's Renewal Application, as incorporated herein, and this Contract, as provided in this paragraph, the dispute resolution process of Section 12.9 shall resolve the issue. The new policy will become effective as to Peak to Peak only if, and when, the dispute resolution process determines that the new policy will not materially interfere with the essential elements of Peak to Peak's Renewal Application, as incorporated herein, and this Contract.

8.7.4 Peak to Peak shall clearly indicate to vendors and other entities and individuals outside the School District with which or with whom Peak to Peak desires to transact business that the obligations of Peak to Peak under any agreement are solely the responsibility of Peak to Peak and are not the responsibility of the School District.

8.7.5 All cash gifts or donations and all gifts or donations of property, having a reasonable value in excess of \$250, shall be reported by Peak to Peak to the School District by recording the same in the financial records required under section 7, above. Peak to Peak shall report to the Board of Education within fourteen days the acceptance of any gift or donation in excess of \$10,000 and shall obtain the prior approval of the Board of Education for any grant or any gift or donation that would involve any condition or obligation on the part of the School District beyond the normal accounting for use of grant funds within purchased services and confirmation of Peak to Peak's charter school status and enrollment numbers. Grants and gifts to Peak to Peak and Peak to Peak's fund-raising activities shall be consistent with School District Policy, unless otherwise approved by the Board, but will not affect funding by the School District pursuant to this Contract. All non-consumable grants, gifts, and donations shall be considered the property of the School District for the exclusive use of Peak to Peak, unless otherwise provided in writing by the donor.

8.7.6 Peak to Peak shall have access to surplus personal property of the School District prior to the disposal of such property.

8.7.7 Unless otherwise agreed herein or in writing by the School District, Peak to Peak shall not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This shall not prevent Peak to Peak from engaging contractors to teach selected, specific courses so long as the total fees paid to such contractors do not exceed 30 percent of Peak to Peak's per pupil revenues in any single year.

8.8 School Facility. Subject to the provisions of this Contract, Peak to Peak or any company on behalf of Peak to Peak including, without limitation, Prairie View, Inc., may contract in their discretion and consistent with School District Policy with third persons to

acquire or lease land, buildings, and other facilities to be used as public school facilities for Peak to Peak. All such facilities shall be referred to as Peak to Peak Facilities hereunder and shall be located within the boundaries of the School District. During the term of this Contract, Peak to Peak and any company on behalf of Peak to Peak, including without limitation, Prairie View, Inc., will not establish any educational programs at any location other than at its current 26-acre campus located at 800 Merlin Drive, Lafayette, Colorado. The only exceptions are an early childhood educational program, not supported by public funds, operated by Peak to Peak and future athletic facilities.

8.8.1 Peak to Peak's school facilities shall comply at all times with all applicable federal, state, and local laws.

8.8.2 So long as Peak to Peak's charter is in effect and it is not in material breach of the Contract, it shall have the right to control the operation and use of any facilities acquired or leased by Peak to Peak. These rights shall include, without limitation, (a) scheduling of classes and events, (b) contracting for maintenance and upkeep, (c) subleasing or allowing after-hours use of portions of the land and buildings not needed for Peak to Peak's purposes, consistent with applicable laws and School District Policy, (d) retention of fees for subleases or after-hours use of the facility, (e) retention of revenues from Peak to Peak's own advertising or vending operations at the facility, and (f) all revenues derived from any telecommunications licensing pursuant to Peak to Peak policy/waiver DFB.

8.8.3 Upon request by Peak to Peak, the School District will reasonably assist Peak to Peak in obtaining an exemption from local property taxes for any land and buildings acquired or occupied by Peak to Peak.

8.9 Waivers. Peak to Peak will be granted certain waivers from Board policies and regulations upon approval by the Board of acceptable replacements. The waivers from state law to be requested jointly and the waivers from Board policy are set forth in the attached Exhibits E and F, respectively, both of which are incorporated by this reference.

8.10 Bidding Requirements. Unless purchased from or through the School District, contractual services and purchases of supplies, materials, and equipment by Peak to Peak shall be procured through a system of competitive bidding, as required by School District Policy and state law. Purchases by Prairie View, Inc., shall not be deemed to be purchases by Peak to Peak.

8.11 Periodic Review of Progress. Peak to Peak shall be subject to a review of its operations and finances by the Board or a designee upon reasonable advance written notice. Peak to Peak shall, by October 15 of each year, provide to the School District a written report concerning its operations, including, without limitation, progress made towards achieving its educational goals and objectives, content standards, policy development issues, student performance standards, student attendance and discipline information, personnel matters, and other provisions of its Renewal Application.

8.12 Financial Reports. Unless provided by the School District as part of Business Services, Peak to Peak shall be responsible for confirming with the School District, within twenty days following the end of each month, written revenue and expenditure reports with comparisons to budget and, on an annual basis, a financial statement that reports the costs of administration, instruction, and other spending categories, consistent with the format required by state law.

8.13 Term. It is the intent of the Board of Education of the School District and Peak to Peak that this Contract be entered into as of the date first written above but to be effective for operation and funding purposes commencing July 1, 2005, through June 30, 2010. Although this Contract is for operation of Peak to Peak as a charter school in the School District for a period of five years, any financial commitment on the part of the School District contained in this Contract is subject to annual appropriation by the Board of Education. The parties agree that the School District has no obligation to fund the financial obligations under this Contract other than for the then current year of the Contract term and that the School District has not irrevocably pledged and held for payment sufficient cash reserves for funding Peak to Peak or for providing services described herein for the entire term of the Contract. Peak to Peak may apply for renewal of the charter in accordance with C.R.S. § 22-30.5-110(2).

#### 8.14 Termination.

8.14.1 This Contract may be terminated, and the charter revoked by the Board, for any of the grounds provided by state law, C.R.S. § 22-30.5-110(3), and/or for any material breach of this Contract. Peak to Peak shall first be given a reasonable opportunity to cure the breach after receiving written notice of the breach from the School District. Peak to Peak shall also give the School District written notice of any alleged material breach of this Contract by the School District. For this purpose, reasonable opportunity to cure shall mean cure within twenty-one days of the effective date of such notice, or in the case of breaches which cannot practically be cured within twenty-one days, commencement of the cure within twenty-one days and diligent pursuit of the cure to the satisfaction of the party alleging the breach, until the cure is complete. The parties shall exhaust the dispute resolution provisions set forth in section 12.9 in the event termination of the Contract is sought. Should Peak to Peak choose to terminate this Contract and revoke its charter before the end of the Contract term, it may do so only with the Board's prior written approval, except in the case of a material breach by the School District. During the Contract term, Peak to Peak shall not become a State Charter School Institute school or program and shall remain a public school within and accountable to the School District and the Board. In the event of termination, all School District assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and operations of Peak to Peak shall be returned to the School District. In the event Peak to Peak and any successor entity ceases to operate, and unless a donor or grantor specifically provides otherwise in writing, all gifts, donations, and grants shall be assumed to be made to the School District for the benefit of Peak to Peak and shall be included among the assets returned to the School District upon cessation of operations.

8.14.2 During the period after the School District gives Peak to Peak written notice of a termination or a material breach, in addition to any other rights, the School District shall also have the following additional rights and powers: to (a) require Peak to Peak to promptly take such actions as may be necessary to freeze bank accounts and other assets of Peak to Peak and/or to require School District approval of any expenditure or disposition of assets but only until such time as Peak to Peak may cure such breach, and (b) receive full and complete access to all Peak to Peak records, data, and information. In the event the School District exercises its remedies under this paragraph, it will, to the extent reasonably possible, endeavor to allow the charter school to continue operations until the matter is resolved or the charter is terminated and revoked.

8.14.3 Notwithstanding any other provision of this Contract, in the case of any breach which the Board reasonably determines poses a serious threat to Peak to Peak or School District students, the community, or the property rights of the School District or Peak to Peak, the School District may, but shall not be required to, take immediate control of Peak to Peak and may exercise any portion or all power and authority of the Peak to Peak Board of Directors for such period of time as may be necessary to appropriately deal with such threat. These additional rights of the School District shall continue during the pendency of any dispute resolution process with respect to the breach.

8.15 Dissolution. In the event Peak to Peak should cease operations for whatever reason, including the nonrenewal or revocation of the charter, it is agreed that the Board shall supervise and have authority to conduct the closure of the business and affairs of Peak to Peak; provided, however, that in doing so, the School District does not assume any liability incurred by Peak to Peak beyond the funds allocated to it by the School District under this Contract. The School District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by Peak to Peak during the time of its existence, consistent with any donor conditions.

9.0 Employment Matters. The Employee Relationships, Section 17, 17.1, 17.2, 17.3, 17.4, and 17.5 (pages 54-56) of the Renewal Application concerning employment matters and specific personnel policies are accepted to the extent specifically described below and subject to the provisions of this Contract:

9.1 Hiring of Personnel. All persons who perform services for Peak to Peak shall be considered "at will" employees or volunteers of Peak to Peak. In the absence of the School District's prior written consent, Peak to Peak shall not knowingly hire any individual who has been nonrenewed or has been dismissed by the School District for performance or legal reasons. Otherwise, the School District agrees that Peak to Peak may select and hire its personnel directly without prior authorization from the Board, subject to compliance with all federal and state rules and regulations, including, without limitation, requirements concerning the recruitment of applicants, the use of background and criminal checks, and certification and/or licensure requirements for teachers and the principal, except as may be waived by the State Board. The School District shall endorse applications for alternative certification or licensing by Peak to Peak teachers, counselors, and administrators; provided, however, that Peak to Peak or

the applicant shall be responsible for any costs associated with such application and approval process. Teachers at Peak to Peak shall not accrue credit in the School District toward non-probationary status. The Peak to Peak Board of Directors may terminate the employment of any of its personnel so long as such employees are not terminated for constitutionally impermissible reasons. Peak to Peak shall comply with the No Child Left Behind Act including the requirement that certain employees be “highly qualified.”

9.2 Employee Compensation, Evaluation, and Discipline. In addition to those waivers of policy identified in Exhibit F, the School District agrees to cooperate with Peak to Peak in considering the waiver of other Board policies and regulations concerning the compensation, evaluation, promotion, discipline, and termination of employees at Peak to Peak, subject to compliance with all applicable state rules and regulations, unless specific waivers are obtained from the State Board. In all cases below, Board policies will remain in effect and be followed by Peak to Peak until the adoption by the Peak to Peak Board of Directors of replacement policies that are in compliance with applicable law and approved by the School District.

9.2.1 The supervision and evaluation of the teaching staff within Peak to Peak will be carried out as set forth in the Employee Relationships and Governance and Operations Sections of the Renewal Application. Evaluations of the teaching staff shall be conducted or supervised by a person who has satisfied state evaluator training requirements, unless a waiver of state requirements is obtained by the School District and Peak to Peak.

9.2.2 The Board of Directors of Peak to Peak shall be responsible for annually evaluating the performance of the school's Executive Principal. The written results of such evaluation and the evaluation report shall be submitted to the Superintendent on or before July 1 of each year.

9.2.3 Peak to Peak shall adopt its own written policies in compliance with federal and state law, concerning the recruitment, promotion, discipline, and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures to the extent that such are not currently set forth in the Renewal Application.

9.2.4 Peak to Peak shall notify the School District and other appropriate authorities, in accordance with state law, of the discipline of employees at Peak to Peak arising from misconduct or behavior that may have resulted in harm to students or others or that constituted violations of law or School District Policy.

9.3 Payroll. Employees shall be paid through the Payroll Department of the School District, as part of Business Services, using its procedures for recording employee work hours, overtime, absences, leaves, vacation, and other adjustments, as contained in applicable School District Policy.



9.4 Benefits. So long as authorized by the provider of the respective School District benefit programs and in compliance with eligibility requirements, Peak to Peak employees may participate at their expense in such programs. Unless otherwise agreed in writing, all benefit programs will be handled and administered by the School District for Peak to Peak consistent with the procedures utilized by and as part of the services purchased through the School District's Business Services Division.

9.5 PERA Membership. All employees at Peak to Peak shall be members of the Public Employees' Retirement Association and subject to its requirements. Peak to Peak shall be responsible for the cost of the employer's share of any required contributions.

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

9.7 Employee Welfare, Safety, and Training. Peak to Peak shall comply with all Board policies, and applicable federal and state laws, concerning employee welfare, safety, and health issues, including, without limitation, the requirements of federal law for a drug-free workplace, and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 et seq.

9.8 Employee Records. Peak to Peak shall comply with all School District Policy, this Contract, and applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Public Records Law, C.R.S. §§ 24-72-204 et seq.

9.9 Employee Conflicts of Interest. All employees at Peak to Peak shall comply with School District Policy and applicable state law concerning employee actual and potential conflicts of interest.

9.10 District Teachers. If current School District teachers are hired by Peak to Peak, they will be granted a one-year leave of absence from their employment with the School District. Such leave shall commence on the first day of services as a teacher for Peak to Peak. Upon the request of the teacher and the mutual agreement of the teacher and Peak to Peak, the teacher will be granted a second and a third consecutive one-year leave of absence from the School District while employed at Peak to Peak. Teachers who are granted a leave of absence must notify the School District by April 1 of the year of the leave of their intent to return to the School District. Teachers who desire to return to the School District after a one-, two-, or three-year leave of absence will be assigned to a position for which they possess the appropriate qualifications and certification. Current or future probationary teachers in the School District who are selected for positions at Peak to Peak shall not accrue years of service toward non-probationary status in the School District. However, salary increments or reductions will accrue to the teacher while he/she is on leave under this provision. Teachers who do not request a

second or a third year leave of absence or who complete three years leave of absence and do not return to the School District will no longer be considered employees of the School District for any purpose other than the protections under the Colorado Governmental Immunity Act.

9.10.1 The School District shall have no obligation for career longevity stipends for any current or former Peak to Peak teacher.

9.10.2 Peak to Peak's employees will not be eligible to participate in the School District's sick leave bank. Peak to Peak may establish its own sick leave bank.

9.11 Teacher Qualifications. Teachers shall be qualified to teach at Peak to Peak, subject to selection by the Peak to Peak Board of Directors, and shall possess one or more of the credentials outlined in Peak to Peak's replacement policy, GCA, Professional Staff Positions.

## 10.0 Insurance and Legal Liabilities.

10.1 Insurance. It is agreed that during the term of this Contract, Peak to Peak shall purchase through the School District at the School District policy rates the following insurance coverages: (a) workers compensation; (b) unemployment insurance; and (c) the coverages described in Exhibit G, attached and incorporated into this Contract, that are consistent with the coverages available to the School District itself. Peak to Peak agrees that it will coordinate all risk management activities through the School District's risk management office. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with the School District in the defense of any claims, and complying with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the School District's applicable insurance policies. Peak to Peak shall neither compromise, settle, negotiate, nor otherwise affect any disposition of potential claims asserted against it without the School District's prior written approval. So long as Peak to Peak is in compliance with these insurance and risk management requirements, the deductible portion of any insured claim shall be covered by the School District.

10.2 Legal Liabilities. Peak to Peak shall operate in compliance with all School District Policy and all applicable federal, state, and local laws, rules, and regulations, unless specifically waived as indicated in attached Exhibits E and F or unless such waiver is obtained from the proper authority pursuant to the procedures of paragraph 10.2.1 below subsequent to the execution of this Contract.

10.2.1 Waivers. Further waivers from specific Board policies or regulations and/or state law may be requested by Peak to Peak by submitting such a request, in writing, to the School District's Superintendent in compliance with state regulations. The request shall include the reasons why Peak to Peak is in need of or desires the waiver and alternative or substitute policies proposed, if any. The Superintendent shall have ten school days (or, if submitted during the months of June, July, or August, fifteen business days) to review the request and, thereafter, will present the matter before the Board at its next regular meeting. The

Board shall have thirty calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of Board policies and regulations may be granted only to the extent permitted by state law. In the event the School District policy or regulation from which Peak to Peak seeks a waiver is required by state law, or where Peak to Peak otherwise requests release from a state regulation, the School District agrees to jointly request such a waiver from the State Board, if the School District's Board first approves the request.

10.2.2 Faith and Credit. Peak to Peak agrees that it will not extend the faith and credit of the School District to any third person or entity. Peak to Peak acknowledges and agrees that it has no authority to enter into a contract or incur obligations that would bind the School District, including, without limitation, any waiver or modification of the provisions of the Colorado Governmental Immunity Act and Peak to Peak agrees to include a statement to this effect in each contract it enters into with third parties. Peak to Peak acknowledges that its authority to contract is limited by the same provisions in law or School District Policy that apply to the School District itself, including but not limited to Article X, Section 20 ("TABOR"). Peak to Peak also is limited in its authority to commit its funds by the amount of funds obtained from and held on its behalf by the School District, as provided hereunder, or from other independent sources.

10.2.3 Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, Peak to Peak and the School District agree to indemnify and hold the other and their respective board and employees harmless (to the extent of any funding that would otherwise have been made available to Peak to Peak under this Contract) from all liability, claims and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent or intentional acts of their respective employees. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable bar or limitation of liability provided by the Colorado Governmental Immunity Act or other law.

10.2.4 Indemnification by Independent Entities/Governmental Immunity. In the event Peak to Peak authorizes, with the School District's approval, another person or entity to operate a before- and/or after-school, preschool, day care, intersession, extended day kindergarten, or other program as an independent contractor that rents a portion of Peak to Peak's facility or charges Peak to Peak for services provided off-campus, such person or entity shall provide separate insurance coverage for general liability and errors and omissions with limits consistent with the School District insurance policies naming Peak to Peak, the School District, and the property owner as additional insureds. Such person or entity will also agree to indemnify and hold Peak to Peak, the School District, and the property owner harmless from all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, tort and civil rights claims, or any other losses of any kind whatsoever that arise out of or are in any manner connected with such person's or entity's operations. Nothing contained in this Contract shall be deemed a relinquishment or waiver by the School District or

Peak to Peak of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act.

11.0 Transportation. The School District and Peak to Peak acknowledge and agree that transportation will not be provided by the School District to students attending Peak to Peak, unless required as a related service by law and an IEP. If Peak to Peak subsequently determines to provide transportation during the term of this Contract, Peak to Peak may contract with the School District for transportation services at cost.

12.0 Miscellaneous Provisions.

12.1 Entire Agreement. This Contract, with attachments, contains all terms, conditions, and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior charter contracts between the parties and any amendments or addendums thereto, and all prior representations, understandings, and discussions are merged herein and superseded and canceled by this Contract. All provisions of this Contract shall supersede and control over any conflicting or inconsistent language contained in the Renewal Application or Peak to Peak policies as provided herein and in accordance with Paragraphs 12.6 and 12.12. For purposes of all references in this Contract and the Renewal Application or state law or any understanding any party hereto may have, the Charter of Peak to Peak shall be this Contract and the Renewal Application, to the extent the Renewal Application is not superseded or modified by this Contract.

12.2 Amendment. This Contract may only be modified or amended by further written agreement executed by the parties hereto.

12.3 Notice. Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three days after mailing when sent by certified mail, postage prepaid, to Peak to Peak's President, in the case of notice being sent to Peak to Peak, or to the Office of the Superintendent for notice to the School District, to the following address:

Peak to Peak:

President  
Peak to Peak Charter Schools, Inc.  
800 Merlin Drive  
Lafayette, Colorado 80026

With a copy to:

Stephen C. Larson  
Johnson & Repucci LLP  
2521 Broadway, Suite A  
Boulder, Colorado 80304

School District:

Superintendent  
Boulder Valley School District RE-2  
6500 East Arapahoe  
Boulder, Colorado 80303

With a copy to:

Richard E. Bump  
Caplan and Earnest LLC  
1800 Broadway, Suite 200  
Boulder, Colorado 80302

12.4 No Waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

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

12.6 Interpretation. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Renewal Application, and School District Policy or other requirements, it is agreed that the provisions of this Contract and School District Policy shall control over the Renewal Application .

12.7 Standing and Capacity. The Peak to Peak Board of Directors shall have standing and capacity to enter into and enforce any of the terms of this Contract on behalf of Peak to Peak. Any action by Peak to Peak's Board of Directors on behalf of Peak to Peak shall be limited to enforcing the terms of this Contract and recovering the amounts provided for herein and shall not include any action or proceeding for other amounts or damages.

12.8 Assignment. Peak to Peak shall not assign its charter nor any of its rights or obligations under this Contract to any person or entity without the prior written approval of the Board of Education.

12.9 Dispute Resolution. In the event any dispute arises between the School District and Peak to Peak concerning this Contract, including, without limitation, the interpretation of its terms, or the implementation of or waiver from any policies, regulations, or procedures, such dispute shall first be submitted in writing to the Superintendent of the School District or his or her designee for review. The Superintendent (or designee) shall provide a written advisory response to the Peak to Peak Board of Directors and the Board of Education within thirty days after receipt of a request for review of a matter. Within five business days after the advisory response from the Superintendent (or designee), if the matter remains unresolved, then representatives of the School District and Peak to Peak shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally within five business days after such meeting or if, as a result of the meeting either party in its discretion believes that resolution would be futile without the assistance of a neutral third party mediator, then the parties shall submit the matter to an independent mediator, after one party gives the other party written notice of its intent to mediate the dispute. Within ten calendar days following either party's request for mediation (the "moving party"), the parties shall agree upon a mediator or, if the parties are unable to agree upon a mediator within that time, the moving party shall obtain a list of five names from the Judicial Arbiter Group ("JAG"), Denver, Colorado, and submit them to the other party (the "non-moving party"), who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. No persons who

were rejected by either party prior to circulation of the JAG list of mediators shall be included on the JAG list. This striking process shall be completed within ten calendar days after delivery of the list to the non-moving party. The mediation shall be scheduled and concluded within thirty days of the mediators' selection or as soon thereafter as possible, depending on the mediator's schedule. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent provided by law. At the conclusion of the mediation, if the dispute is still not resolved, the mediator shall make an advisory recommendation to the parties. The advisory decision of the mediator may be appealed to the State Board concerning those matters within its jurisdiction or the matter may be submitted to the appropriate court with respect to all matters not within the jurisdiction of the State Board.

12.10 Mutual Cooperation, Good Faith, and Fair Dealing. The parties pledge to collaborate in good faith, through two-way communication and mutual respect, to attempt to informally and amicably resolve any issues that may arise between them. The parties shall abide by the covenant of good faith and fair dealing, otherwise implied by law, in the performance of this Contract. To promote their common goals within the School District, the parties agree to avoid publishing or dispensing disparaging or factually inaccurate information about the programs offered by the other.

12.11 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 School District and, subject to the provisions of section 12.7, Peak to Peak's Board of Directors. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

12.12 Order of Precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Renewal Application, School District Policy or other requirements, it is agreed that the interpretation that is most consistent with the express terms and conditions of this Contract, and then the interpretation that is most consistent with School District Policy, shall control.

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

PEAK TO PEAK CHARTER SCHOOLS, INC.

By: 

For the Peak to Peak Board of Directors

ATTEST:

Carol A. Gannett

BOULDER VALLEY SCHOOL DISTRICT RE-2

By: Julie Phillips  
Julie Phillips, President  
Board of Education

ATTEST:

Sandra M. Eicher  
Sandra M. Eicher, Secretary

Approved as to form:

[Signature]  
School District Attorney

Contract 2005 4 clean.wpd

## **Index of Exhibits**

- Exhibit A**    **Peak to Peak Charter School Renewal Application Inclusions (Section 1.0)**
- Exhibit B**    **Peak to Peak’s Plan for Use of One Percent Funding Under Section 17 of Article IX of the Colorado Constitution (Section 3.4)**
- Exhibit C**    **Open Enrollment Procedures (JECC-R) (Section 5.5)**
- Exhibit D**    **Funding Package (Sections 7.1, 7.1.4, 7.2.2)**
- Exhibit D-1**    **1998 Referendum “Fair Share Calculation” (Sections 7.1, 7.1.4, 7.2.2)**
- Exhibit D-2**    **2002 Referendum “Fair Share Calculation” (Sections 7.1, 7.1.4, 7.2.2)**
- Exhibit E**    **Waivers of Colorado Revised Statutes (Sections 8.9, 10.2)**
- Exhibit F**    **Waivers of Boulder Valley School District Policies and Replacement Policies (Sections 8.9, 9.2, 10.2)**
- Exhibit G**    **Insurance Coverages – Declarations (Section 10.1)**



## Exhibit A

### Peak to Peak Charter School Renewal Application Inclusions

The following numbered list refers to section numbers of the Renewal Application. Sections listed below, in the manner described below, are included in the Contract. Where single pages are listed, it is understood that this represents the starting page of the section and that the entire section is included.

1. Charter Renewal Application – Executive Summary, page 7 (Included to the extent required for renewal application only.)
2. **School Progress – pages 7 through 19 (Included to the extent required for renewal application only.)**
3. School Finance (Included to the extent required for renewal application only.)
4. Article IX, Section 17 funds use – C.R.S. § 22-30.5-110(2)(c)(I) (Included to the extent required for renewal application only.)
5. 2004 Proposal Update – page 20 (First paragraph only.)

**Section 5.1** (Included with the exception of the following paragraphs: "Enrollment Limits," "Fair Share Definition," "Purchased Services," and "Open Enrollment.")

#### Proposal Update 2004

1. Overview – page 23 (Included.)
2. Peak to Peak's Vision and Mission – page 25 (Included.)
3. Goals and Objectives – page 26 (Included.)
4. Expectations for Students, Faculty, Parents, Board – page 30 (Included.)
5. **Educational Program and Standards – page 31 (Included, with the exception of the following paragraphs: the second and fourth paragraphs of section 5.2 and all of section 5.3.)**
6. **Peak to Peak Elementary School – page 33 (Included.)**
7. **Peak to Peak Middle School – page 35 (Included.)**

8. Peak to Peak High School – page 37 (Included.)
9. Outreach Plan – page 39 (Included for information purposes only.)
10. Plan for Evaluating Pupil Performance – page 42 (Included.)
11. Site Plan – page 43 (Included for informational purposes only.)
12. Evidence of Support – page 44 (Included.)
13. Transportation Plan – page 45 (Included.)
14. Budget – page 46 (Included with the exception of the following paragraphs: 14.1 and 14.3.)
15. Displacement of Students and Staff – page 47 (Included for informational purposes only.)
16. Governance and Operations – page 48 (Included.)
17. Employee Relationships – page 54 (Included.)
18. Administrative Audit – page 56 (Included.)
19. Liability and Insurance – page 56 (Included.)
20. Admissions Process – page 57 (Excluded in its entirety to be replaced by Contract and JECC-R revision.)
21. Waivers – page 58 (Excluded and replaced by Exhibits to Contract.)
22. Board of Directors at Time of Submittal page 64 (Included for information purposes only.)
23. Selective College Requirements – page 67 (Included for information purposes only.)
24. Early Childhood Education Program – page 69 (Included for information purposes only and addressed in the Contract.)
25. Dispute Resolution – page 69 (Excluded and replaced by Contract.)

26. Appendices – page 70:

The following appendices are included for information purposes only, as noted, except to the extent that they are reference in and provide additional detail for sections of the Proposal document that refer to them.

Appendix A: CSAP Results (Included for information purposes only.)

Appendix B. 2004 ACT Results (Included for information purposes only.)

Appendix C. Grade Point Average (Included for information purposes only.)

Appendix D. NCLB Adequate Yearly Progress (Included for information purposes only.)

**Appendix E. Peak to Peak BVSD Report Card (Included for information purposes only.)**

**Appendix F. Bloom's Taxonomy (Included for information purposes only.)**

**Appendix G. Peak to Peak 2003-2004 Year End Success (Included for information purposes only.)**

**Appendix H. Peak to Peak Staff Handbook (Included for information purposes only.)**

**Appendix I. Peak to Peak High School Course Outline (Included as provided in Contract.)**

**Appendix J. Peak to Peak Middle School Course Outline (Included as provided in Contract.)**

**Appendix K. Peak to Peak Athletics and Activities (Included for information purposes only.)**

**Appendix L. First-Year Contract Budget (Excluded.)**

**Appendix M. Peak to Peak 2002 Bylaws Amendment (Included for information purposes only.)**

**Appendix N. Peak to Peak 2004 Bylaws Amendment (Included.)**

**Appendix O. BVSD Policy JECC-R (Included as modified by Contract and exhibit.)**

**Appendix P. Core Knowledge Success (Included for information purposes only.)**

**Appendix Q. College Requirements (Included for information purposes only.)**

**Appendix R. Peak to Peak New Hire Letter (Included for information purposes only.)**

**Appendix S. Request for Waiver of Colorado Revised Statutes (Included as modified by Contract and exhibit to Contract.)**

**Appendix T. BVSD Policy Waivers (Included as modified by Contract and exhibit to Contract.)**

## **Exhibit B**

### **Peak to Peak Intended Use of 1% Statewide Base Per Pupil Funding Increase to Raise Student Achievement**

1. Literacy teacher
2. Parapros for elementary ability grouping
3. Literacy curriculum materials

## Exhibit C



Boulder Valley School District

File: JECC-R

Adopted: January 10, 1991

Revised: November 29, 2001

# OPEN ENROLLMENT PROCEDURES & INFORMATION

## 2004/2005 School Year

**The open enrollment application period is generally a 7- to 8-week period from late November through late January of each school year.**

The Peak to Peak Board of Directors supports a high quality educational program.

During Peak to Peak's contract, enrollment decisions will be made in a nondiscriminatory manner as specified in this procedure, as currently outlined in C.R.S. 22-30.5-104(3), C.R.S. 22-30.5-109(7), and C.R.S. 22-36-101. Peak to Peak waives BVSD Policy JECC, Assignment of Students to Schools. The replacement policy ensures that once enrolled, Peak to Peak students will not need to re-enter the lottery even if their grade level changes through promotion, acceleration, or retention, even as they move from the elementary school to the middle school or from the middle school to the high school.

Parents must submit an application for the regular grade for which the student would ordinarily enroll in the following year. In the event that Peak to Peak and the parents of a child jointly agree that a child would be more appropriately placed in a different grade, Peak to Peak will place that child in the new grade on a trial basis.

Students may attend their district designated neighborhood school (based on home address), or application may be made for open enrollment to another neighborhood school, a focus school (meets BVSD standards but may have a different curriculum or philosophy), or a charter school (an independent school within the district) in our school district.

## OPEN ENROLLMENT PROCESS AND TIMELINES:

- Approval of open enrollment in Peak to Peak is based on the criteria set forth in Peak to Peak's Renewal Contract.
- Each year, Peak to Peak's Board of Directors or designee will provide an estimate to BVSD about the number of spaces available in each grade level. These numbers may change as students enroll in and out of Peak to Peak. BVSD will continue to fill available spaces in accordance with the Renewal Contract, Peak to Peak's JECC, and this procedure.

- When the number of applicants exceeds the number of spaces available, students will be selected by a random selection lottery. A wait list will be kept at the Education Center through October 1<sup>st</sup> of each year.
- Students of Peak to Peak schools are given preference as follows:
  1. Children of current or past members of Peak to Peak's Board of Directors.
  2. Children of original subscribers.
  3. Children of staff who are employed at Peak to Peak for an average of 10 hours or more per week and children of teachers who are employed by Peak to Peak.
  4. Siblings of students attending Peak to Peak during the Open Enrollment Period and will be attending Peak to Peak the next school year
  5. Siblings of students who are currently seniors during the Open Enrollment Period.
  6. Siblings of students who have been selected for admission into Peak to Peak.
  7. A student who applies during the open-enrollment period, is placed on the waiting list, is not offered admission before the next lottery period, and re-applies for admission in the immediately successive open enrollment period.
  8. Students who live within BVSD boundaries.
  9. Students who live outside of BVSD boundaries.

Children of employees hired before, during, or after BVSD's open enrollment period, and children of Peak to Peak subscribers, and current and former members of the Board of Directors will be allowed to enroll their children for the next school year, in accordance with the above preferences, even if the class is normally considered full. This will not displace students from Peak to Peak's waitlist. Children of subscribers, current and former board members, staff, and siblings of Peak to Peak students are given a priority whether they live in BVSD or another district.

Each year, students admitted with a preference will be limited to a maximum of 10 percent of Peak to Peak's enrollment. The 10 percent allowed under this preference comprises children of staff members, subscribers, and board members but not siblings of students enrolled in Peak to Peak. If after providing for those preferences there are additional spaces available within the 10 percent preference limit, if technically feasible, and permissible under the Charter School Program, Title V, Part B, Non-Regulatory Guidance (July 2004), Peak to Peak will provide a preference to low-income students (based upon BVSD's Family Economic Data Survey or other appropriate free and reduced lunch qualifications) to fill the remainder of the 10 percent of the newly-enrolled students to fill the preference.

Peak to Peak and the School District agree to the following conditions and procedure (with dates adjusted for future years) as outlined in the bullets and numbers 1 – 9 below:

- The open enrollment application time period stays within 12.5 percent of its current length
- The open enrollment application period remains at a similar calendar time period as mentioned in the heading above.

- Students on Peak to Peak's waitlist are offered available spaces at periodic times between the end of the open enrollment period and October 1<sup>st</sup>.
  - Administrative transfers continue to occur as those decisions are made.
  - The School District advertises the open enrollment period.
  - The School District works with Peak to Peak to provide information about Peak to Peak to families who are interested in the school in the same manner as it does for other BVSD schools.
1. Before completing an open enrollment form, parents/guardians should get information about the schools to which they are applying so that they are informed about the program. Some schools/grade levels may have no spaces to offer.
  2. Parents/guardians may pick up an application from any school or the Education Center (6500 E. Arapahoe, Boulder, CO 80301), or it may be downloaded off this site between November 29, 2004, and January 21, 2005. Only one application per child may be submitted (multiple applications are not permitted).
  3. Misrepresentation of information will be grounds to invalidate the open enrollment request.
  4. ***Parents/guardians must complete and sign the application and return it to the Education Center (6500 E. Arapahoe, Boulder, CO 80301) no later than January 21, 2005, by 4:00 p.m.***
  5. Notification of acceptance (from the original pool of applicants) will be sent on February 4, 2005. A second round of acceptance will take place to fill any remaining vacant spots by February 25. If the student does not receive a higher offer in the second lottery, no communication will be sent. Notification of placement on a wait list will be sent after March 18, 2005.
  6. If accepted during the first round, parents/guardians must complete an enrollment confirmation form that must be received at the Education Center no later than 4:00 p.m. on February 14, 2005. Upon both completing the enrollment confirmation form, the selected school becomes the "***school of attendance***" for that level (elementary, middle, K-8, senior or multi level program).
  7. **If the enrollment confirmation form is not received on time, the child's space in the school will be forfeited.**
  8. In order for a student to return to his/her district designated neighborhood school, an application must be submitted during the open enrollment period. The process set forth in paragraphs six and seven must be followed.
  9. Wait lists will be established from the applications received during the open enrollment period. Students will be called from the wait list to fill verified vacant spots throughout June and August. **Students new to schools in the BVSD district after the close of the open enrollment period application period, will be able to complete an open enrollment application to add their name to an established wait list prior to October 1, 2005.**
  10. **Deadlines are strictly adhered to and parents/guardians are encouraged to deliver applications and confirmations to the Open Enrollment Office as mailing difficulties will not be considered.**



Once enrolled in Peak to Peak, the school becomes the “school of attendance” for each succeeding year unless a student’s parents or legal guardian go through the open enrollment process and enroll in another school.

The school district will notify students of their acceptance into Peak to Peak and confirm the students’ acceptance into the school.

## INFORMATION REGARDING SPECIAL PROGRAMS:

- All BVSD and out of district students are eligible to apply for open enrollment.
- Any students with disabilities receiving special education services must complete a confirmation form and then receive conditional acceptance. Students on Individual Education Plans (IEPs) have the same opportunity to open enroll as non-special education students.

Generally, it is assumed that students receiving fewer than 16 hours of "pull out" or "in class" special education services per week do not need a staffing prior to enrolling, as their special education needs can be met in any district program. However, in some circumstances a student may need an IEP review.

For students whose needs require additional services, an IEP team must determine if they can receive a free appropriate public education (FAPE) in the particular neighborhood charter or focus school.

The student's slot at the requested school will be held until the staffing (if needed) is completed. Contact Special Education at (303) 447-5154 with questions.

- English as a Second Language services are not available at every school. Contact Literacy and Language Support Services (303) 447-5073 with questions.
- **VARSITY ELIGIBILITY:** In most cases students transferring schools after the 15th day of the school year will jeopardize losing varsity eligibility for the remainder of the school year. Students should consult the district Athletic Director at (303) 447-5252 for eligibility information. According to Colorado High School Activities Association (CHSAA) rules, students entering high school for the first time that school year shall be eligible for all interscholastic athletic competitions. A student who transfers after the 15th day of the school year or after having started practice in a sport or after participation in an interscholastic scrimmage or contest will be ineligible for varsity competition in that sport for the remainder of the school year as well as those sports in which they had competed during the previous twelve months.

## SELECTION PROCESS:

- Approval of open enrollment is based on available space, programming, and staffing at the requested school.

✓ When the number of applicants exceeds the number of spaces available, students will be selected by a random selection lottery. A wait list will be kept at the Education Center.

V Subject to the preferences above, in-district students who apply by the application deadline during the open enrollment period will be given priority before students who reside outside the Boulder Valley School District.

- Also subject to the preferences above, preference is given to students as follows:

When two or more siblings apply for open enrollment at the same school, and one is accepted the other(s) will be given preference.

## **GENERAL INFORMATION:**

- After elementary and middle school, students will attend their district designated neighborhood school unless they open enroll to another middle or high school. Once enrolled in a K-8 building (or other multi-level program housed in the same building) students do not have to re-enroll.
- Students who enroll in a school other than their district designated neighborhood school are responsible for their own transportation. If space is available on an existing transportation route, parents may petition for “ridership” by contacting the district’s Transportation Office at (303) 447-5120. This petition process occurs after the school year begins. Parents/guardians must petition every year for space available ridership. **Transportation under the open enrollment process must be applied for annually.**

Students may not apply for the same grade that they are currently enrolled in through the open enrollment process.

- To help parents/guardians identify schools they may wish to consider for open enrollment, opportunities to visit and observe schools may be scheduled by contacting individual school offices. Please be sure to register with the school office when visiting schools.

**If there are other questions regarding open enrollment, please contact the Education Center at (303) 245-5900 for further information.**

CROSS REF.: JC, School Attendance Areas

**End of File: JECC-R**

**EXHIBIT D  
CHARTER SCHOOL CONTRACT  
Peak to Peak Charter Schools, Inc.**

Funding Package

(Assumes no occupancy in existing School District facilities and payment for required services and allocated costs, as noted)

District-Provided Revenues: 2004-2005 Budgeted Per Pupil Amount

Per Pupil Operating Revenues (PPOR) (at 100%)	\$5,753.00
Insurance Reserve	128.85
Budget Override 1991	264.39
Budget Override 1998 <sup>1</sup>	286.45
Budget Override 2002 <sup>1</sup>	520.33
Capital Reserve	139.15

Categorical Sources:

- Special Education (Federal and State Reimbursements)
- English Language Proficiency Act ("ELPA")

133.38  
3.45

Purchased Services Categories and Allocated Costs:

Per Pupil Estimated Operating  
Cost Based Upon 2004-2005  
Budget

<u>Item No.</u>	<u>Title</u>	<u>General Description</u>	<u>Applicability</u>	
1.	Central Administrative Overhead Costs	Includes statutory General Admin - Support (2300's); General Admin - Business (2500's); and General Admin - Central (2800's).	Purchased.	\$ 136.78 <sup>2</sup>
2.	Special Education	Includes, but not limited to, central and school-based functions for Special Education, Hearing Disability, Preschool Child with Disability, Nursing Services.	Purchased.	956.10
3.	English as Second Language	Includes Literacy and Language Services, ESL, American Indian Services, and related curriculum development, evaluation, and supervision.	Purchased.	171.37

<sup>1</sup>See attached Exhibits D-1 and D-2, subject to annual adjustment based upon District student enrollment.

<sup>2</sup>To be adjusted to exclude: General Admin - Support: Staff Negotiation Services; General Admin - Central: Planning, Engineering, and Construction Administration and 85% of Human Resources Administration.

Per Pupil Estimated Operating  
Cost Based Upon 2004-2005  
Budget

<u>Item No.</u>	<u>Title</u>	<u>General Description</u>	<u>Applicability</u>	<u>Budget</u>
4.	Inherent Overhead	District print shop.	Optional.	\$ 3.30
5.	Miscellaneous Legal Obligations	ADA/504 Services Greeley Detention Center Expelled Student Services Homebound/Hospital	Purchased. Optional. Purchased. Optional.	3.14 3.60 .68 .87
6.	Business Services	Includes Business Services Administration, Budget Services, Finance and Accounting Services, Purchasing Services, Benefits Administration, Warehouse Operations, payroll transactions (data entry into employee database management system and preparing tax documents only), and switchboard operator.	Purchased.	63.13
7.	Information Technology	Includes all MIS services other than those supporting Business Services. Internet support services Information Systems Services (includes SASI) Technology Training Instructional Technology	Purchased. Purchased. Optional. Optional.	2.67 83.88 1.74 1.14
8.	Miscellaneous Learning Services Programs	Cultural Diversity (provided by Peak to Peak) First Aid Training Substance Abuse Prevention Sombbrero Marsh Building	Optional. Optional. Optional. Optional.	12.68 .93 .73 2.49
9.	Research and Evaluation	Includes materials and scoring for norm-based testing performed by the School District and District-wide surveys and reporting, as well as CSAP administration and reporting to fulfill school accountability reporting requirements.	Purchased.	21.17
10.	Learning Services	K-3 Literacy Induction	Optional. Optional.	16.46 5.33

Per Pupil Estimated Operating  
Cost Based Upon 2004-2005  
Budget

<u>Item No.</u>	<u>Title</u>	<u>General Description</u>	<u>Applicability</u>	<u>Actual Cost</u>
11.	Occasional Transportation	(Provided on the same mileage and hourly basis as for other BVSD schools.)	Optional.	
12.	Insurance Package	Includes unemployment insurance, workers compensation, and all other insurance coverages funded from the Insurance Reserve Fund.	Purchased.	\$ 99.59
13.	Talented and Gifted	TAG Academic Fairs and Contests Administration of TAG Programs	Purchased.	.73 9.09
14.	Communication Services	Communications (includes cable TV) (To be provided to Peak to Peak as part of Item No. 1) Translation services	Optional.	8.48
15.	Human Resources	Inservice Training Recruitment Sub Office	Optional.	3.56
16.	Instructional Media Services	Cataloging Support Services Audiovisual Services Learning Materials Center	Optional. Optional. Optional.	.53 1.13 1.45
17.	Student Exchange Program	Jitsuygo Exchange Program	Optional.	3.59 4.72 1.04 .04

# Referendum Charter Allocation by Program (1998 Refa)

File: [04-05 October Charter Summary]

Printed: 2/25/2005

## Plans for 1998 Referendum by Program Detail

	Amount	Basis		Amount		Peak to Peak	
						Pupils	Amount
<b>Reducing Class Size - Hire More Teachers</b>							
High Schools	<b>\$1,000,000</b>	High School	9,059	\$110		439	\$48,463
Middle Schools	<b>\$750,000</b>	Middle School	6,500	\$115		425	\$49,042
Elementary Schools	\$2,000,000	K-5	10,947	\$183		322	\$58,829
<i>Total Reducing Class Size:</i>	<b>\$3,750,000</b>						<b>\$156,334</b>
<b>Improving Instructional Skills</b>							
Specialists	<b>\$650,000</b>	K-5	10,947	<b>\$59</b>		<b>322</b>	<b>\$19,119</b>
Professional develop							
Diversity training	<b>\$200,000</b>	All Schools	26,505	<b>\$8</b>		<b>1186</b>	<b>\$8,949</b>
Curriculum							
Recruitment							
Induction	\$100,000	All Schools	26,505	\$4		1,186	\$4,475
Technology training	\$100,000	All Schools	26,505	\$4		1,186	\$4,475
<i>Total Improving Instructional Skills:</i>	<b>\$1,050,000</b>						<b>\$37,018</b>
<b>Supporting Student Achievement</b>							
SmGrp Rdg/Writing	\$450,000	Identified K-3		- Variable			<b>\$4,302</b>
Summer School	\$200,000	Identified K-8	17,447	Variable			
<i>Total Support Student Achievement:</i>	<b>\$650,000</b>						<b>\$4,302</b>
<b>Improving TAG and Dropout Prevention</b>							
TAG	\$370,000	All Schools	26,505	\$14		1,186	\$16,556
DropOut	\$200,000	High Schools	9,059	\$22		1,186	\$26,185
<i>Total TAG &amp; Dropout Prevention:</i>	<b>\$570,000</b>						<b>\$42,741</b>
<b>Increasing Support for Technology</b>							
Technology specialists	\$500,000	All Schools	26,505	<b>\$19</b>		1,186	\$22,373
Computer replacement	\$900,000	All Schools	26,505	<b>\$34</b>		1,186	\$40,272
Revise curriculum	\$200,000	All Schools	26,505	\$8		1,186	\$8,949
<i>Total Support for Technology:</i>	<b>\$1,600,000</b>						<b>\$71,594</b>
<b>Operate New Schools &amp; Clean Safe Schools</b>							
New Schools	<b>\$1,900,000</b>	<b>Retained for New Schls</b>					
M&O	<b>\$700,000</b>	Outside	26,505	<b>\$26</b>		<b>1186</b>	<b>\$31,322</b>
Health room paras	\$300,000	Variable					
<i>Total Operate New Schools:</i>	<b>\$2,900,000</b>						<b>\$31,322</b>
<b>Referendum Total: \$10,520,000</b>							<b>\$343,312</b>

Estimated 2004-2005 enrollment:			
Elementary:	10,947	K-3 =	-
Middle:	6,500		
High:	9,059		
<i>Funded Pupil Count:</i>	<b>26,505</b>		

Plans for 2002 Referendum by Program Detail	Charter / Reserves	Maint Existing Programs	New Programs	Salary Package	Tech Support	Total	Amount	Peak to Peak Pupils	Amount
<b>Reducing Class Size - Hire More Teachers</b>									
High Schools	-	415,000	-	-	-	415,000	9,059	439	\$20,112
Middle Schools	-	300,000	-	-	-	300,000	6,500	425	\$19,617
Elementary Schools	-	400,000	-	-	-	400,000	10,947	322	\$11,766
K-5	-	-	1,500,000	-	-	1,500,000	10,947	322	\$44,122
20:1 K-1 + high need K-3	-	-	\$715,000	-	-	715,000	10,947	322	\$21,031
K-5	-	-	-	-	-	100,000	26,505	1186	\$4,475
ESL Teacher	-	100,000	-	-	-	100,000	26,505	1186	\$4,475
All Schools	-	1,215,000	2,215,000	-	-	3,430,000	-	-	\$121,122
<b>Total Reducing Class Size:</b>									
<b>Improving Instructional Skills</b>									
K-3 Literacy Specialists	-	350,000	-	-	-	350,000	10,947	322	\$10,295
Diversity training	-	50,000	-	4,300,000	-	4,350,000	26,505	1186	\$2,237
All Schools	-	-	-	-	-	4,300,000	26,505	1186	\$192,400
Salary Package	-	-	-	-	-	4,300,000	26,505	1186	\$192,400
Induction	-	-	-	-	-	26,505	26,505	1186	\$0
All Schools	-	-	-	-	-	26,505	26,505	1186	\$0
Technology training	-	-	-	-	-	26,505	26,505	1186	\$0
All Schools	-	-	-	-	-	26,505	26,505	1186	\$0
<b>Total Improving Instructional Skills:</b>									
<b>Supporting Student Achievement</b>									
Struggling read	-	70,000	-	-	-	70,000	17,447	747	\$10,704
Identified K-3	-	70,000	-	-	-	70,000	17,447	747	\$10,704
Identified K-8	-	250,000	250,000	-	-	500,000	6,500	425	\$42,503
Summer Lit Academy	-	-	250,000	-	-	250,000	6,500	425	\$42,503
K-8	-	-	250,000	-	-	250,000	6,500	425	\$42,503
Math	-	650,000	-	300,000	-	950,000	15,558	864	\$16,660
Mid Level Literacy	-	650,000	-	300,000	-	950,000	15,558	864	\$16,660
Secondary	-	-	355,000	-	-	355,000	26,505	1186	\$15,885
Secondary Lit inst support	-	-	355,000	-	-	355,000	26,505	1186	\$15,885
All Schools	-	-	315,000	-	-	315,000	26,505	1186	\$14,095
Second Language Support	-	-	315,000	-	-	315,000	26,505	1186	\$14,095
Reduced ESL Class	-	-	90,000	-	-	90,000	9,059	439	\$4,362
All Schools	-	-	90,000	-	-	90,000	9,059	439	\$4,362
Newcomers	-	-	90,000	-	-	90,000	9,059	439	\$4,362
High School	-	-	90,000	-	-	90,000	9,059	439	\$4,362
<b>Total Support Student Achievement:</b>									
<b>Improving TAG and Dropout Prevention</b>									
TAG	-	150,000	500,000	-	-	650,000	26,505	1186	\$29,085
All Schools	-	150,000	500,000	-	-	650,000	26,505	1186	\$29,085
Sped	-	-	500,000	-	-	500,000	26,505	1186	\$22,373
All Schools	-	-	500,000	-	-	500,000	26,505	1186	\$22,373
DropOut	-	300,000	-	-	-	300,000	9,059	439	\$14,539
High School	-	300,000	-	-	-	300,000	9,059	439	\$14,539
Fine Arts	-	-	375,000	-	-	375,000	9,059	439	\$18,174
High School	-	-	375,000	-	-	375,000	9,059	439	\$18,174
<b>Total TAG &amp; Dropout Prevention:</b>									
<b>Increasing Support for Technology</b>									
Technology specialists	-	100,000	-	-	-	100,000	26,505	1186	\$4,475
All Schools	-	100,000	-	-	-	100,000	26,505	1186	\$4,475
Tech Support	-	500,000	-	-	500,000	1,000,000	26,505	1186	\$22,373
All Schools	-	500,000	-	-	500,000	1,000,000	26,505	1186	\$22,373
Computer replacement	-	500,000	-	-	-	500,000	26,505	1186	\$0
All Schools	-	500,000	-	-	-	500,000	26,505	1186	\$0
Revise curriculum	-	-	-	-	-	-	26,505	1186	\$0
All Schools	-	-	-	-	-	-	26,505	1186	\$0
<b>Total Support for Technology:</b>									
<b>Operate New Schools &amp; Clean Safe Schools</b>									
New Schools	-	520,000	-	-	-	520,000	26,505	1186	\$8,949
M&O	-	200,000	-	-	-	200,000	10,947	322	\$2,941
Health room	-	100,000	-	-	-	100,000	10,947	322	\$2,941
K-5	-	-	-	-	-	820,000	26,505	1186	\$11,891
Retained for New Schl	-	-	-	-	-	-	-	-	-
All Schools	-	-	-	-	-	-	-	-	-
<b>Total Operate New Schools:</b>									
<b>Overhead</b>									
Oversight/Administration	-	950,000	-	-	-	950,000	70,000	20,505	\$3
Charters	-	150,000	-	-	-	150,000	1,375,000	150,000	\$0
5% Incremental Reserves	-	1,100,000	495,000	-	-	1,595,000	1,595,000	150,000	\$0
overhead:	-	1,100,000	495,000	-	-	1,595,000	1,595,000	150,000	\$0
All Schools	-	70,000	-	-	-	70,000	26,505	1186	\$8,949
Charters	-	425,000	-	-	-	425,000	1,375,000	150,000	\$0
5% Incremental Reserves	-	150,000	-	-	-	150,000	1,375,000	150,000	\$0
overhead:	-	1,100,000	495,000	-	-	1,595,000	1,595,000	150,000	\$0
<b>Total Operate New Schools &amp; Clean Safe Schools:</b>									
<b>Referendum Total:</b>									
	1,100,000	4,200,000	4,600,000	4,600,000	500,000	15,000,000	Totals:		\$557,484
									\$175,296
									\$362,188

<b>Maintain Existing:</b>		<b>New Programs:</b>	
Elementary:	10,947	Elementary:	-
Middle:	6,500	Middle:	-
High:	9,059	High:	-
<b>Funded Pupil Count:</b>	<b>26,505</b>	<b>Funded Pupil Count:</b>	<b>26,505</b>

**Exhibit E**

**REQUEST FOR WAIVER OF COLORADO  
REVISED STATUTES**

The parties request the following waiver with the understanding that, even if granted, Peak to Peak is subject to limitations on its authority by virtue of its contract with Boulder Valley School District, which will remain in full force and effect. Specific Duty waivers are requested from the State Board of Education only to the extent that such delegations made in the contract from the School Board to Peak to Peak would be deemed to be impermissible without such waivers.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-1-110 - Effect of Use of Alcohol and Controlled Substances to be Taught.** This law requires schools to teach the effects, the social dangers of use and the illegal aspects of use of alcohol and controlled substances.

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**RATIONALE**

Boulder Valley School District has granted to the Peak to Peak’s Board of Directors the authority to determine the educational program and instructional material and strategy use to teach these topic and the extent to which these topics will be integrated into the curriculum.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak will be responsible for identifying the instructional materials and strategies used to teach these topics and the extent to which these topics will be integrated into the curriculum.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.



**EXPECTED OUTCOME**

Peak to Peak expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet Peak to Peak's standards.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-9-106 - Local Boards of Education - Duties/Performance Evaluations.** This law requires local boards of education to adopt a written system to evaluate the employment performance of licensed personnel and specifies required components of such an evaluation system.

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**RATIONALE**

Peak to Peak will be responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations, consistent with the Charter School Agreement.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak’s evaluation plan has been provided in the Personnel policies included in the Charter School Agreement.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

With this waiver, Peak to Peak will be able to implement its program and evaluate its teachers, per the Personnel policies included in the Charter School Agreement.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-32-109(1)(f) - Local Boards of Education - Specific Duties/Selection and Pay of Personnel.** This law requires local boards of education to employ all personnel required to maintain the operations and carry out the educational program of the district and to fix and order paid their compensation.

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**RATIONALE**

Peak to Peak will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak will remain responsible for these matters, rather than the district. Peak to Peak will hire its personnel on an “at-will” basis and has established the terms and compensation for employment on an individual basis. Personnel policies are included in the Charter School Agreement.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of this waiver, Peak to Peak will select, employ and fix compensation for its own teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-32-109(1)(h) - Local Board of Education - Specific Duties/Bonding of Staff.** This law requires local boards of education to require the bonding of staff members.

. . . . .

**RATIONALE**

Peak to Peak will be responsible for its own personnel and financial matters consistent with the Charter School Agreement.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak will hire its own personnel and will retain responsibility for the protection of its assets, rather than the district. Peak to Peak conducts background check on its employees and will satisfy this requirement by the purchase of Employee Dishonesty insurance coverage on a form acceptable to the School District or will purchase a fidelity bond.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, per the Charter School Agreement.

**EXPECTED OUTCOME**

With this waiver, Peak to Peak will be able to implement its program and manage its finances in accordance with the Charter School Agreement.

**STATUTES WITH DESCRIPTIONS**

**C.R.S. 22-32-109(1)(n)(I) - Local Boards of Education - Specific Duties/School Calendar.** This law requires local boards of education to determine the length of time which the schools of the district will be in session.

**C.R.S. 22-32-109(1)(n)(II) - Local Board of Education - Specific Duties/Teacher-Pupil Contact Hours.** This law establishes a minimum number of teacher-pupil contact hours, which the adopted school calendar must meet.

. . . . .

**RATIONALE**

Peak to Peak will prescribe its own school calendar.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Prior to the beginning of the school year, Peak to Peak will be responsible for setting its own calendar which is applicable to Peak to Peak. Peak to Peak's calendar may be adopted by the Peak to Peak Board of Directors, administration, or a combination thereof.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waivers will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of these waivers will be measured by the performance criteria and assessments that apply to Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

Prior to the beginning of the school year, Peak to Peak will set Peak to Peak's calendar, and a copy of the calendar will be provided to the parents or guardians of all children enrolled in Peak to Peak.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-32-109(1)(t) - Local Boards of Education - Specific Duties/Textbooks and Curriculum.** This law requires local boards of education to determine the educational programs to be carried on in the schools on the district and to prescribe any textbooks for any course of instruction or study.

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**RATIONALE**

The Peak to Peak Board of Directors will be responsible for the school's curriculum and the selection of textbooks and other instructional materials, consistent with the school's mission, goals, and educational program.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak is responsible for the implementation of its educational program and the textbooks and strategies used to teach it, consistent with the school's mission, goals, and educational program as outlined in Peak to Peak's Charter School Agreement.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

Peak to Peak expects that as a result of this waiver it will be able to implement the school's curriculum and ensure that students meet Peak to Peak's standards, which will meet or exceed state standards and Boulder Valley School District standards.

## **STATUTES WITH DESCRIPTIONS**

**C.R.S. 22-32-109.7 - Local Boards of Education - Specific Duties - Employment of Personnel.** This law specifies the duties of local boards with regard to conducting background checks of employees, including criminal background check and contacts with previous employers.

**C.R.S. 22-32-109.8 - Applicants Selected for Non-Licensed Positions - Submittal of Form and Fingerprints - Prohibition Against Employing Persons Failing to Comply.** This law requires local boards of education to require potential employees to submit a set of fingerprints and to release the fingerprints to the Colorado Bureau of Investigation for processing.

**C.R.S. 22-32-109.9 - Licensed Personnel - Submittal of Fingerprints.** This law requires local boards of education to require fingerprints from any licensed personnel employed on or after January 1, 1991, whom the district believes has been convicted of any felony or misdemeanor (not including misdemeanor traffic offense or infractions), subsequent to such employment.

. . . . .

## **RATIONALE**

The Peak to Peak Board of Directors will be responsible for hiring Peak to Peak's employees. As part of that duty Peak to Peak, rather than Boulder Valley School District, will check references from previous employers and arrange for background checks and fingerprinting of employees.

## **MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak, rather than Boulder Valley School District, will conduct background checks of employees, including criminal background check and contacts with previous employers. It will require potential employees to submit a set of fingerprints and to release the fingerprints to the Colorado Bureau of Investigation for processing. The school will also require fingerprints from any licensed personnel employed on or after January 1, 1991, whom the district believes has been convicted of any felony or misdemeanor (not including misdemeanor traffic offense or infractions), subsequent to such employment.

## **DURATION OF THE WAIVERS**

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

## **FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waivers will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate

within its budget and the cost of any replacement policy impact has been included in the budget.

**HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of these waivers will be measured by the performance criteria and assessments that apply to Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of these waivers, Peak to Peak will select and employ its own teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.



**STATUTES WITH DESCRIPTIONS**

**C.R.S. 22–32-110(1)(h) - Local Board Powers/Terminate Employment of Personnel.** This law gives local boards of education the power to discharge or otherwise terminate the employment of any personnel.

**C.R.S. 22–32-110(1)(i) - Local Board Powers/Reimburse Employees for Expenses.** This law gives local boards of education the power to reimburse employee for expenses incurred in the performance of their duties.

**C.R.S. 22–32-110(1)(k) - Local Board Powers/Policies Related to In-Service Training and Official Conduct.** This law gives local boards of education the power to adopt written policies related to the in-service training, professional growth, safety, official conduct, and welfare of the employees.

**C.R.S. 22–32-110(1)(ee) - Local Board Powers/Employ Teachers’ Aides and other Non-Licensed Personnel.** This law gives local boards of education the power to employ teachers’ aides and other auxiliary, non-licensed personnel to assist licensed personnel in the provision of services related to instruction or supervision of children.

. . . . .

**RATIONALE**

Peak to Peak will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak will be responsible for these matters rather the district. Peak to Peak’s administration will have flexibility in structuring professional development and Peak to Peak’s Board of Directors will have flexibility in structuring school policies to meet the school’s needs.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waivers will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of these waivers will be measured by the performance criteria and assessments that apply to Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of these waivers, Peak to Peak will select and employ, and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-32-110(1)(y) - Local Board Powers/Accept Gifts and Donations.**

This law gives local boards of education the power to accept gifts, donations, or grants of any kind made to the district and to expend or use said gifts, donations, or grants in accordance with the conditions prescribed by the donor.

. . . . .

**RATIONALE**

Peak to Peak will be responsible for its own fundraising activities.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak conducts its own fundraising and grant-writing activities in accordance with the Charter School Contract and a policy jointly approved by Peak to Peak and the Boulder Valley School District.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

Peak to Peak’s Board of Directors and staff will accept gifts, donations, and grants on behalf of the school.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-32-119 - Kindergartens.** This law gives local boards of education the power to establish and maintain kindergartens for the instruction of children one year prior to the year in which they would be eligible for admission to the first grade. Such kindergartens shall be a part of the public school system.

. . . . .

**RATIONALE**

Peak to Peak will offer its own kindergarten program in accordance with the Charter School Agreement. Peak to Peak should be authorized to develop, adopt and implement the training, study, discipline, rules and regulations governing its kindergarten program, in accordance with the Charter School Agreement.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

The Peak to Peak Board of Directors will adopt policies and the Executive Principal will prescribe rules and regulations.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of this waiver, Peak to Peak will be able to operate its kindergarten program to the benefit of the students, teachers, and community, and ensure that students have the time to achieve the curricular standards of Peak to Peak.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-28-111(1)(a). Coordination of district preschool program with extended day services.** This law gives any school district which establishes a district preschool program the ability to coordinate the program with extended day services if the district council and the school district find that there exists a need for such services. Such services may be coordinated by the school district through one or more privately funded child care centers or publicly funded early childhood education agencies or through the school district itself.

**RATIONALE**

Peak to Peak will determine whether a need for such services exists and offer its own early childhood education program in accordance with the Charter School Agreement.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

If Peak to Peak’s Board of Directors determines that there is a need for an early childhood education program at Peak to Peak, it will adopt policies and the Executive Principal will prescribe rules and regulations to provide such services, consistent with the Charter School Agreement.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of this waiver, Peak to Peak will be able to operate its early childhood education program to the benefit of the students, teachers, and community, and ensure that students have the time to achieve the curricular standards of Peak to Peak.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-32-120 - Food Services.** This law gives local boards of education the power to establish, maintain, equip and operate a food-service facility and sets minimum requirements for the operation of such a facility.

. . . . .

**RATIONALE**

Peak to Peak operates, equips, and maintains its own food service facility and lunch program with its associated rules and regulations.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak will provide students a lunch program in its own facility and students other than high school juniors and seniors that meet specified criteria and have obtained parental permission are required to stay on school premises during the lunch period.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of this waiver, Peak to Peak will operate its own lunch program to the benefit of Peak to Peak’s students, teachers and staff.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-33-105 -- Suspension, expulsion, and denial of admission.** No child who has attained the age of six years and is under the age of twenty-one shall be suspended or expelled from or be denied admission to the public schools, except as provided by this article.

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**RATIONALE**

Peak to Peak educates kindergarten through high school students on one closely-contained campus. Students who have been charged with or have criminal convictions that include violent crimes, sex-related crimes, or crimes against children should not be permitted to attend Peak to Peak given the close proximity to young elementary students to the older students.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Given the close proximity of young elementary students to older students at Peak to Peak, students who have been charged in juvenile court with an offense that would constitute a crime of violence or unlawful sexual behavior if committed by an adult or have been charged in district court with a crime of violence or unlawful sexual behavior will not be permitted to attend Peak to Peak Charter School.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of this waiver, Peak to Peak will work with the school district, law enforcement officials, and the judicial system to ensure that students who have been charged in juvenile court with an offense that would constitute a crime of violence or unlawful sexual behavior if committed by an adult or have been charged in district court with a crime of violence or unlawful sexual behavior will not be permitted to attend Peak to Peak Charter School.

## **STATUTES WITH DESCRIPTIONS**

**C.R.S. 22-32-126 - Principals - Employment and Authority.** This law gives local boards of education the power to employ principals who shall hold valid supervisory or administrative certificates to supervise the operation and management of the school and sets forth the responsibilities and duties of the principal.

**C.R.S. 22-63-201 - Teacher Employment - License Required - Exception.** This law prohibits a local board of education from entering an employment contract with any person as a teacher, unless such person holds a provisional or professional teacher's license or authorization.

**C.R.S. 22-63-202 - Employment Contracts - Contracts to be in Writing - Duration-Damage Provisions.** This law requires every employment contract entered into by a teacher or chief administrative officer for the performance of services for a school district to be in writing and contain a damage provision if the individual breaches or refuses to perform services pursuant to the contract.

**C.R.S. 22-63-203 - Probationary Teachers - Renewal and Non-Renewal of Employment Contracts.** This law relates to the employment of probationary teachers, teachers employed during the first three years of their full-time continuous employment with a school district.

**C.R.S. 22-63-206 - Transfer - Compensation.** This statute gives school districts the authority to transfer teachers from one school, position, or grade level to another within the district and addresses the compensation of teachers so transferred.

**C.R.S. 22-63-301 - Grounds for Dismissal.** This statute enumerates the grounds for dismissing a teacher.

**C.R.S. 22-63-302 - Procedure for Dismissal - Judicial Review.** This statute sets forth a process, including judicial review, which school districts must follow for dismissing teachers.

**C.R.S. 22-63-402 - Services - Disbursements.** This statute provides that a warrant for the disbursement of school district moneys shall not be drawn in favor of any person for services as a teacher, unless such person either holds a valid license or authorization from the Department of Education.

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## **RATIONALE**

Peak to Peak will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of



employment, policies, rules and regulations, and providing its own training. Peak to Peak must be able to terminate employees who cannot deliver its educational programs successfully.

#### **MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak's Board of Directors will be responsible for these matters rather than the district. Peak to Peak will hire principals and teachers on an "at-will" basis and will comply with all applicable laws. Teachers and staff whose performance is unsatisfactory may be terminated by Peak to Peak.

#### **DURATION OF THE WAIVERS**

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

#### **FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waivers will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

#### **HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of these waivers will be measured by the performance criteria and assessments that apply to Peak to Peak, as per the Charter School Agreement.

#### **EXPECTED OUTCOME**

As a result of these waivers, Peak to Peak will be able to operate its educational program in a more efficient and productive manner, and will be accountable for the performance of the teachers and students at Peak to Peak. These waivers will allow Peak to Peak to select, employ and provide professional development for its own principal and teachers, in accordance with the terms and conditions set by the Charter School Agreement. Peak to Peak will be able to terminate employees who do not perform at a satisfactory level.

**STATUTES WITH DESCRIPTIONS**

**C.R.S. 22-63-401 - Salary Schedule - Adoptions - Changes.** This statute requires local boards of education to adopt a salary schedule, a teacher salary policy based on the level of performance demonstrated by the teacher or a combination of the salary schedule and salary policy. The law prohibits changes in the salary schedule or policy during the school year to reduce teacher salaries.

**C.R.S. 22-63-403 - Payment of Salaries.** This statute provides that if a teacher’s employment is terminated prior to the end of the employment contract and prior to receiving all salary installments, the teacher is entitled to a pro-rata share of the salary installments for the period during which no services are required to be performed, except as provided by law.

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**RATIONALE**

Peak to Peak should be delegated the authority to determine compensation rates in individual salary negotiations.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak will hire its personnel on an “at-will” basis and will establish the terms and compensations for employment on an individual basis.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waivers will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of these waivers will be measured by the performance criteria and assessments that apply to Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of these waivers, Peak to Peak should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission of the school.

## Exhibit F

### Appendix T. BVSD Policy Waivers

BVSD Policies	How Peak To Peak Will Accomplish The Intent Of BVSD's Policies
ABA (Also KC), Community Involvement in Decision-making	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
ABB, Staff Involvement in Decision-making	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
AD, Educational Philosophy	Changes the philosophy to the Peak to Peak mission and vision
AFC-1 (Also GCN-1), Evaluation of Professional Staff, Teachers	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
AFC-2 (Also GCN-2), Evaluation of Professional Staff Administrators	This policy is a duplicate of Policy GCN-2
AFD (Also GDN), Evaluation of Support Staff	This policy is a duplicate of Policy GDN
BAA, Board Operations	Changes responsibility from BVSD Board to Peak to Peak Board and aligns with Peak to Peak bylaws
BBA, School Board Powers and Duties	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration and aligns with Peak to Peak bylaws
BBFA, Board Member Conflict of Interest	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
BBFB, Board Member Conduct	Changes responsibility from BVSD Board to Peak to Peak Board and includes language as specified from the BVSD legal counsel to clarify the intent of the policy
BCF (Also BDF), Advisory Committees to the Board	Establishes Peak to Peak Board or Administration responsibilities and aligns with Peak to Peak bylaws
BCG, School Attorney	Establishes Peak to Peak Board or Administration responsibilities and aligns with Peak to Peak's original charter contract
BD/BDA/BDB	This policy is a duplicate of Policy BAA
BDA/BCB, Board Organizational Meeting/Board Officers	Changes responsibility from BVSD Board to Peak to Peak Board and aligns with Peak to Peak bylaws
BDC, Executive Sessions	Changes responsibility from BVSD Board to Peak to Peak Board and aligns with "at-will" employment
BDDA, Notification of Board Meetings	Changes responsibility from BVSD Board to Peak to Peak Board
BDDB, Agenda Format	Changes responsibility from BVSD Board to Peak to Peak Board

BVSD Policies	How Peak To Peak Will Accomplish The Intent Of BVSD's Policies
BDDC, Agenda Preparation and Dissemination	Changes responsibility from BVSD Board to Peak to Peak Board
BDDG, Minutes	Changes responsibility from BVSD Board to Peak to Peak Board
BDDH (Also KD), Public Participation at Board Meetings	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration, and aligns with Peak to Peak's bylaws
BE, School Board Work Sessions and Retreats	Changes responsibility from BVSD Board to Peak to Peak Board
BF, Board Policy Development	Changes responsibility from BVSD Board to Peak to Peak Board
BFC, Policy Adoption	Changes responsibility from BVSD Board to Peak to Peak Board
BFCA (Also CHB), Board Review of Administrative Rules	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
BFD, Policy Dissemination	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
BFE, Administration in Policy Absence	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
BFF, Suspension of Policies	Changes responsibility from BVSD Board to Peak to Peak Board
BFG/BFGA, Policy Review and Evaluation/Manual Accuracy Check	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
BHD/BHE, Board Member Compensation and Expenses/Insurance	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
CC, Administrative Organization Plan	Changes responsibility from BVSD Board to Peak to Peak Board
CD, Management Team	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
CE, Administrative Councils, Cabinets, and Committees	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
CF, School Building Administration (And Principalship)	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
CFD, Leadership/Decision-Making Philosophy	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
CHA, Development of Administrative Rules	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
CHB (Also BFCA), Board Review of Administrative Rules	This policy is a duplicate of Policy BFCA

BVSD Policies	How Peak To Peak Will Accomplish The Intent Of BVSD's Policies
CHD (Also BFE), Administration in Policy Absence	This policy is a duplicate of Policy BFE
CJ, Administrative Intern Program (Leadership Education Program)	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
CK, Consultants	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DB, Annual Operating Budget	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DBB, Fiscal Year	Establishes Peak to Peak fiscal year
DBC, Budget Deadlines and Schedules	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DBH, Budget Adoption Procedures	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DBK, Budget Transfers	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DD, Grants Management	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DEB, Loan Programs (Funds from State Tax Sources)	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DFA, Cash Management/Investment Policy	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DFB, Revenues from Licensing of School Facilities for Telecommunication Uses	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DG/DGA, Depository of Funds/Authorized Signatures	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DI, Fiscal Accounting and Reporting	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DIA, Accounting System	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DID, Inventories (And Property Accounting)	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DIE, Audits	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DIEA, Peak to Peak Finance Committee	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.



BVSD Policies	How Peak To Peak Will Accomplish The Intent Of BVSD's Policies
DJ, Purchasing and Contracting	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DJB, Petty Cash Accounts	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DJGA, Sales Calls and Demonstrations	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DK, Payment Procedures	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DL/DLA, Payroll Procedures/Payday Schedules	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DLB, Salary Deductions	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DLC, Employee Expense Reimbursements	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
DN, School Properties Disposal Procedures	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
EBCB, Fire Drills	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
EBCD, Emergency Closings	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
EC, Buildings and Grounds Maintenance	See FA/FB
ECA, Buildings and Grounds Security	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
ECAA, Access to Buildings (And Key Control)	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
ECAB, Vandalism	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
ECB, Buildings and Grounds Maintenance (and Operations)	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
ED, Material Resources Management	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
EDBA, Maintenance and Control of Instructional Materials	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.

BVSD Policies	How Peak To Peak Will Accomplish The Intent Of BVSD's Policies
EDC, Authorized Use of School-Owned Materials	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
EEA, Student Transportation Services	Establishes Peak to Peak Board responsibility
EEAA, Walkers and Riders	Establishes Peak to Peak expectations
EEACC (Also JFCC), Student Conduct on School Buses	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
EF, Food Services Management	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
EGAAA, Duplication of Copyrighted Material	Establishes the responsibility of the Peak to Peak Board or Administration
EGAEA, Staff Use of Electronic Mail	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
EI, Insurance Management	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
EIB, Liability Insurance	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
FA/FB, Facilities Development Goals/Facilities Planning	Establishes Peak to Peak Board responsibility
FC, Facilities Capitalization Program	Establishes the responsibility of the Peak to Peak Board or Administration
FEA, Educational Specifications	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
FEB, Selection of Architect	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
FECB, Construction Plans and Specifications	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
FEE, Site Acquisition Procedure	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration; also aligns with new legislative language on how district will assist with facility needs
FEF, Construction Contracts Bidding and Awards	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration and changes bidding and contract award process
FEG, Supervision of Construction	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
FG, Inspection and Acceptance of New Facilities	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration

BVSD Policies	How Peak To Peak Will Accomplish The Intent Of BVSD's Policies
FL, Retirement of Facilities	Aligns with Peak to Peak's legal obligations under the bond documents
GA, Personnel Policies Goals	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration; aligns with Peak to Peak's "at-will" hiring
GAA, Hiring	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration; aligns with Peak to Peak's "at-will" hiring
GBB (Also ABB), Staff Involvement in Decision-making	This policy is a duplicate of Policy ABB
GBL, Personnel Records	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration; aligns with Peak to Peak's "at-will" hiring
GBLA, References for Current or Former Staff Members	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration; aligns with Peak to Peak's "at-will" hiring
GBM, Staff Complaints and Grievances	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCA, Professional Staff Positions	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCB, Professional Staff Contracts and Compensation Plans	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCBA-1, Professional Staff Salary Schedules Teachers	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCBB, Professional Staff Supplementary Pay Plans	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCBC, Professional Staff Additional Benefits	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCBD-1, Professional Staff Leaves and Absences Teachers	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCBD-2, Professional Staff Leaves and Absences Administrators	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCBE, Professional Staff Personal Days and Holidays	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCC/GCD-1, Professional Staff Recruiting/Hiring Teachers	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration



BVSD Policies	How Peak To Peak Will Accomplish The Intent Of BVSD's Policies
GCC/GCD-2, Professional Staff Recruiting/Hiring Administrators	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCC/GCD-3, Selections and Appointment of Administrators	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration and aligns with Peak to Peak bylaws
GCDA, Professional Staff Certification Responsibilities	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCE, Part-Time Professional Staff Employment	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCEA, Arrangements for Professional Staff Substitutes	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCF, Professional Staff Orientation	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCG, Professional Staff Probation and Tenure	Not applicable and not replaced
GCI, Professional Staff Assignments and Transfers	Not applicable and not replaced
GCJ, Professional Staff Time Schedules	Not applicable and not replaced
GCL, Professional Staff Development Opportunities	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCN-1 (Also AFC-1), Evaluation of Professional Staff Teachers	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCN-2 (Also AFC-2), Evaluation of Professional Staff Administrators	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCP, Suspension and Dismissal of Teachers	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GCPA, Reduction in Professional Staff Work Force	Not applicable to "at-will" employment and not replaced
GCPB, Resignation of Professional Staff Members	Not applicable to "at-will" employment and not replaced
GCPD, Suspension and Dismissal of Teachers (And Contract Nonrenewal)	Not applicable and not replaced
GCQAB, Tutoring for Pay	Allows for on-site tutoring under specific conditions.
GCQB, Professional Research and Publishing Policy	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
GDA, Support Staff	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration; aligns with Peak to Peak's "at-will" hiring.

BVSD Policies	How Peak To Peak Will Accomplish The Intent Of BVSD's Policies
GDB/GDBA, Support Staff Contracts and Compensation Plans/Salary Schedules	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration; aligns with Peak to Peak's "at-will" hiring.
GDBB, Support Staff Supplementary Pay Plans	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration; aligns with Peak to Peak's "at-will" hiring.
GDBC, Support Staff Additional Benefits	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
GDBD, Support Staff Leaves and Absences	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
GD BE, Support Staff Personal Days and Holidays	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
GDC/GDD, Support Staff Recruiting/Hiring	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
GDG, Support Staff Probation	Not applicable to "at-will" employment and not replaced.
GDH, Support Staff Seniority	Not applicable and not replaced.
GDI, Support Staff Reassignments and Transfers	Not applicable and not replaced.
GDJ, Support Staff Time Schedules	Not applicable and not replaced.
GDL, Support Staff Development Opportunities	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
GDN (Also AFD), Evaluation of Support Staff	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
GDO, Support Staff Promotions	Not applicable and not replaced.
GDPA, Reduction in Support Staff Work Force	Not applicable to "at-will" employment and not replaced.
GDPB, Resignation of Support Staff Members	Not applicable to "at-will" employment and not replaced.
GDPD, Suspension and Dismissal of Support Staff Members	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration; aligns with Peak to Peak's "at-will" hiring.
GDQA, Nonschool Employment of Support Staff Members	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration; aligns with Peak to Peak's "at-will" hiring.
H, Negotiations	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration; aligns with Peak to Peak's "at-will" hiring.

BVSD Policies	How Peak To Peak Will Accomplish The Intent Of BVSD's Policies
HA, Negotiation Goals	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
HC, Scope of Negotiations	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
HD, School Board Negotiating Powers and Duties	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
HE, Board Negotiating Agents	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
HG, Method of Determining Staff Negotiating Organizations	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
HH, Privileges of Staff Negotiating Organizations	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
HJ, Negotiations Meetings Procedures	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
HL/HM, Preliminary Disposition/Announcement of Final Negotiated Agreement	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
HN, Impasse Procedures	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
HO, Staff Job Actions	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
HP, Negotiated Amendments and Renegotiations Procedures	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IC/ICA, School Year/School Calendar	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
ID, School Day	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IE, Organization of Instruction	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IF, Curriculum Research, Development, and Trial Status	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IFB, Pilot Projects	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IGA, Basic Instructional Program	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration



BVSD Policies	How Peak To Peak Will Accomplish The Intent Of BVSD's Policies
IGAD, Occupational Education (Career Education)	Aligns with Peak to Peak mission
IGAE, Health Education	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IGAI, Human Sexuality	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IGBB, Programs for Gifted Students	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IGDC, Student Social Events	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IGDE, Student Activity Fees	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IGDF, Student Fundraising Activities	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IGDG, Student Activities Funds Management	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IGE, Adult Education Programs	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IHB, Class Size	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IHHA, Individual Help (And Tutoring)	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IHIA, Performance Contracting	Not applicable and not replaced
IIAA, IIAB, Basic Learning Materials Selection and Adoption	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IIAC, Library Media Center Learning Materials Selection	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IIAE, Right To Inspect Instructional Materials: Research or Experimentation Projects Funded by the United States Department of Education	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IIBA, Teachers Aides	Aligns with "at-will" employment status
IICA, Field Trips	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IJ, Guidance Program	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration and aligns to school mission

BVSD Policies	How Peak To Peak Will Accomplish The Intent Of BVSD's Policies
IKA/IKAA/IKAB, Grading Systems/Final Examinations/Student Progress Reports to Parents	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
IKB, Homework	Aligns with school mission and standards
IKC, Weighted Grades	Aligns with school mission and standards
IKE, Promotion, Nonpromotion, and Acceleration of Students	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration and aligns with school mission and standards; provides a final decision-maker for non-promotion and acceleration
IKEA, Make-Up Opportunities	Aligns with school mission and standards
IL, Testing Programs	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
IKF, Graduation Requirements	Aligns with school mission and standards
INB, Teaching about Controversial Issues	Strengthens language of teacher responsibilities when promoting personal opinions
INI, Exemptions from Required Instruction	Aligns with Peak to Peak's philosophy of appropriate course placement based on ability rather than age
JEC, School Admissions	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
JECB, Admission of Nonresident Students	Aligns with charter contract
JECBA, Admission of F-1 Visa, J-1 Foreign Exchange Program Students, Immigrant Students, and Dependents of Nonimmigrant Visa Holders	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration and aligns with the charter renewal application.
JECC, Assignment of Students to Schools	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration and aligns with the charter renewal application.
JECD, Assignment of Transfer Students to Classes and Grade Levels	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration.
JED, Student Absences and Excuses	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration and includes consequences for unexcused absences and tardies.
JFCC (Also EEACC), Student Conduct on School Buses	This policy is a duplicate of Policy EEACC.
JFH, Student Complaints and Grievances	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration and aligns with Peak to Peak philosophies
JGD/JGE, Student Suspension/Expulsion	As a closely-contained, K-12 campus, students with a history of sexual or violent behavior should not attend Peak to Peak, since older students and young elementary students commingle on a regular basis.

BVSD Policies	How Peak To Peak Will Accomplish The Intent Of BVSD's Policies
KA, School-Community Relations Goals	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
KAB, Community School Program	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
KB, Public Information Program	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
KBA, Public's Right to Know	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
KBB, School-Sponsored Information Media	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
KBC, News Media Relations	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
KBCA, News Releases	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
KD (Also BDDH), Public Participation at Board Meetings	This policy is a duplicate of Policy BDDH
KG, Community Use of School Facilities	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
KGD, Use of School Buildings as Child-Care Centers	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
KH, Public Gifts to the School	Peak to Peak employees are at-will, and budgetary decisions are made annually.
KHA, Solicitation of Gifts and Donations	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
KHB, Sponsorships	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
KL, Public Complaints	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
KLB, Public Complaints About the Curricular or Instructional Materials or Strategies	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration
LEA, Student Teaching and Internships	Changes responsibility from BVSD Board or Administration to Peak to Peak Board or Administration

Exhibit G

PROPERTY COVERAGE DECLARATIONS

Policy Number: 0702-04-00052 Colorado School Districts Self Insurance Pool
Member/Named Insured: Boulder Valley School District RE-2

CSDSIP LIMITS

The following are the Per Occurrence Limits and Annual Aggregate Limits for the Colorado School Districts Self Insurance Pool, regardless of the number of Members involved in an occurrence. In the event of an occurrence that exceeds the applicable CSDSIP Per Occurrence or Annual Aggregate Limit, the amount of loss exceeding the CSDSIP limits will be the responsibility of the Member or Members affected. In no event will CSDSIP pay more than the Per Occurrence or Annual Aggregate Limit. In the event of an occurrence involving multiple Members and the total loss exceeds the applicable CSDSIP Per Occurrence and/or Annual Aggregate Limit, the limit will apply proportionately to each Member based on the ratio that the loss of each Member involved in the occurrence bears to the total loss of all Members involved in the occurrence. The CSDSIP Flood Per Occurrence Limit or the CSDSIP Earth Movement Per Occurrence Limit do not increase the CSDSIP Per Occurrence Limit. In no event will we pay more to you than the applicable Member Limit of Coverage stated below in the Member Limits of Coverage section.

- \$ 600,000,000 Per Occurrence Limit
\$ 100,000,000 Flood Per Occurrence and Annual Aggregate Limit
\$ 75,000,000 Flood Zone A Per Occurrence and Annual Aggregate Limit
\$ 100,000,000 Earth Movement Per Occurrence and Annual Aggregate Limit
\$ 15,000,000 Increased Cost of Construction, Demolition and Debris Removal Per Occurrence Limit

MEMBER LIMITS OF COVERAGE: We shall not be liable for more than the following limits:

- \$ 460,196,462 Per Occurrence Limit for Your Real and Business Personal Property, and Inland Marine
\$ 100,000,000 Flood Per Occurrence and Annual Aggregate Limit
\$ 75,000,000 Flood Zone A Per Occurrence and Annual Aggregate Limit
\$ 100,000,000 Earth Movement Per Occurrence and Annual Aggregate Limit
\$ No Coverage Auto Physical Damage Limit
\$ 12,918,404 Terminal Per Occurrence Limit
\$ 45,000 Garage Operations Coverage Per Accident or Occurrence Limit
\$ 50,000 Property Damage to Non-Owned Property Per Occurrence Limit
\$ 1,000,000 Property in the Course of Construction or Builders' Risk Limit

MEMBER DEDUCTIBLES: We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the amounts below:

- \$ 100,000 Real and Business Personal Property, Inland Marine & Non-Owned Property
\$ No Coverage Auto Physical Damage Per Vehicle
\$ 1,000 / \$ 10,000 Terminal Per Vehicle/Per Occurrence
\$ 250 / \$ 500 Garage Operations Per Vehicle/Per Occurrence

## EQUIPMENT BREAKDOWN COVERAGE DECLARATIONS

**Policy Number:** 0702-04-00052

**Colorado School Districts Self Insurance Pool**

**Member/Named Insured:** Boulder Valley School District RE-2

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### LIMIT OF COVERAGE

We cover up to and shall not be liable for more than the following limit:

\$ 65,000,000 Per Accident Limit

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### SUBLIMITS

The subjects of coverage listed below are sublimited within the Per Accident Limit applying to all CSDSIP Members. These sublimits are the maximum amount payable for damage caused by the designated peril and do not increase the \$65,000,000 per accident limit.

\$	5,000,000	Expediting Expense
\$	250,000	Perishable Goods and Ammonia Contamination
\$	2,500,000	Demolition and Increased Cost of Construction
\$	250,000	Hazardous Substance
\$	100,000	Computer Equipment
\$	Included	Business Income
\$	Included	Extra Expense
\$	Included	Service Interruption
\$	Included	CFC Refrigerants

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### DEDUCTIBLES

\$	10,000	Damage to Covered Property
\$	10,000	Perishable Goods
	12 Hours	Indirect Coverage (Business Income/Extra Expense)

We will not pay for loss or damage in any one Accident until the amount of loss or damage exceeds the amount shown above. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit or Sublimit.



## CRIME COVERAGE DECLARATIONS

**Policy Number:** 0702-04-00052                      **Colorado School Districts Self Insurance Pool**  
**Member/Named Insured:** Boulder Valley School District RE-2

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COVERAGE	LIMIT PER LOSS	DEDUCTIBLE
Employee Theft - Per Loss Coverage	\$ 100,000	\$ 500
Employee Theft - Per Employee Coverage		
Chief Operations Officer	\$ 100,000	\$ 500
Financial Director	\$ 100,000	\$ 500
Assistant Finance Director	\$ 100,000	\$ 500
Board Treasurer	\$ 25,000	\$ 500
Board Secretary	\$ 25,000	\$ 500
Theft of Money, Securities and Other Property Coverage	\$ 10,000	\$ 100
Computer Fraud Coverage	\$ 5,000	\$ 100
Counterfeit Currency and Money Order Coverage	\$ 5,000	\$ 100
Public Official Coverage		
Secretary Board of Education	\$ 25,000	\$ 500
Treasurer Board of Education	\$ 25,000	\$ 500
Assistant Secretary or Treasurer Board of Education	\$ 25,000	\$ 500

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## SCHOOL ENTITY LIABILITY COVERAGE DECLARATIONS

**Policy Number:** 0702-04-00052      **Colorado School Districts Self Insurance Pool**  
**Member/Named Insured:** Boulder Valley School District RE-2

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### COVERAGES

Liability Coverage  
Medical Payments  
AHERA Coverage  
Pollution Coverage

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#### LIMITS OF COVERAGE – LIABILITY

Each Occurrence or Wrongful Act Limit	\$ 2,000,000
Annual Aggregate Limit	\$ 5,000,000

#### LIMITS OF COVERAGE – MEDICAL PAYMENTS

Any One Person	\$ 1,000
Each Accident	\$ 10,000

#### LIMITS OF COVERAGE – AHERA

Each Occurrence and Annual Aggregate Limit – Defense Only	\$ 25,000
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#### LIMITS OF COVERAGE – POLLUTION

Each Occurrence and Annual Aggregate Limit – Includes Defense	\$ 25,000
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#### DEDUCTIBLE – LIABILITY ONLY

Each Occurrence	\$ 10,000
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#### LIMIT OF DEFENSE – DEFENSE OR EXPENSE

Limit Per Occurrence or Wrongful Act	\$ 2,000,000
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