

CHARTER SCHOOL RENEWAL CONTRACT
Excel Academy

BR 6/21/18

This Charter School Renewal Contract ("Contract"), effective July 1, 2018, is made and entered into between Jefferson County School District R-1 (the "District" or the "Authorizer") and Excel Academy, a public charter school organized as a Colorado non-profit corporation (the "School") (and District and School may individually be referred to as a "party" or collectively, the "parties").

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. §22-30.5-101, *et seq.* (the "Act"), allowing for the creating and operating of charter schools within the State of Colorado ("State") by its terms and for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) & (3); and

WHEREAS, the District's Board of Education ("District Board") previously authorized the School to form and operate a charter school in the District pursuant to a charter school contract, which expires by its terms on June 30, 2017; and

WHEREAS, on December 1, 2017, a renewal application was submitted by citizens of the District for renewal of the School as a charter school to operate within the District (the "Renewal Application"); and

WHEREAS, on February 1, 2018, the District Board of Education ("District Board") adopted a Resolution (attached here as **Attachment 1**) approving the School's charter school renewal application and granting the School a charter for a term of five (5) years.

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

SECTION 1: ESTABLISHMENT OF SCHOOL

1.1 Term.

This renewal Contract is effective as of July 1, 2018 and shall continue through June 30, 2023. Although this Contract is for operation of the School for a period of five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current fiscal year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. This Contract may be renewed for an additional period upon application for renewal in accordance with State law and District Board approval of the renewal of the application.

1.2 Charter School Corporate Status.

The School is incorporated as a Colorado non-profit corporation. The School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation and Bylaws.

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

- B. Corporate Purpose. The purpose of the School as set forth in its Articles of Incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101, et seq.
- C. Governance. The School represents that it is and shall maintain its status as a nonprofit corporation that holds the charter. The Articles of Incorporation and Bylaws of the School will provide for governance of the operation of the School in a manner consistent with this Contract and State and federal law. The Articles of Incorporation and Bylaws are attached to this Contract as Attachment 2. Any material modification (as defined in Section 3.1 below) of the Articles of Incorporation or the Bylaws must be submitted to the District within ten (10) business days of their ratification or adoption by the School's governing board (the "Charter Board").
- D. Dissolution. Upon dissolution of the School, assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the District or another charter school within the District, as determined by the District and the School in advance of dissolution. The School will execute all necessary documents required to convey such items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.
- E. Non-Commingling. Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

1.3 Charter School Legal Status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 3.5 of this Contract. Further, the School is a public entity within the meaning of C.R.S. §24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and is additionally subject to the Open Meetings Law and the Open Records Act.

SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP

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- D. Dissolution. Upon dissolution of the School, assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the District or another charter school within the District, as determined by the District and the School in advance of dissolution. The School will execute all necessary documents required to convey such items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.
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 - i. School records, including but not limited to, student cumulative files, policies, special education and related services;

- ii. Financial records;
- iii. Educational program, including test administration procedures and student protocols;
- iv. Personnel records, including evidence that criminal background checks have been conducted;
- v. School operations, including health, safety and occupancy requirements; and
- vi. Inspection of the facility or facilities.

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

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

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives, whether verbal or written. The notification shall be made within three (3) business days of receipt of the complaint by the District and shall include information about the substance of complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity.
- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the Department (defined below) or other State sources including but not limited to test scores, Every Student Succeeds Act (ESSA) school improvement status, School Performance Framework ("SPF"), accreditation, special education, and funding information.
- E. Accreditation Data and Process. The District shall provide to the School in a timely manner the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present any appeal it reasonably determines to be valid to the Department in accordance with CCR 301-1-10.03. The District shall provide to the School in a timely manner the final plan assignment determination that the School shall implement, the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 6.3 of this Contract.

- F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School in accordance with Subsection D above, and additionally, upon request of the District, shall provide cumulative files of a student or students to the extent necessary in order to comply with reporting requirements imposed by applicable State or federal law. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose. The school shall meet all State, federal and district reporting requirements.
- G. In accordance with Section 110(1)(b) of the Act, the District shall annually provide the School with a review of its performance, which shall include at a minimum the charter school's progress in meeting the objectives identified in the plan the School is required to implement pursuant to C.R.S. §22-11-210 and the results of the School's most recent annual financial audit. The District shall provide the School with written feedback from the annual review.

2.2 School Rights and Responsibilities.

- A. Records. The School agrees to comply with all federal, State, and District record keeping requirements including those pertaining to students, governance, and finance. The School shall be notified in a timely manner following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be posted in accordance with the Financial Transparency Act, C.R.S. §22-44-301 and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements, subject, however, to Section 2.1.A above. The School shall comply with all District, State and federal reporting requirements.
- B. Notification Provided to the District.
- i. Timely Notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
- a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
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 - b) Any complaints filed against the School by any governmental agency.
- ii. Immediate Notice. The School shall immediately notify the District of any of the following:

- a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or State law;
 - b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
 - c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Additionally, the School shall follow all reporting regulations as required in C.R.S. §22-30.5-110.7(a) & (b) and other relevant laws as required.
 - d) Misappropriation of funds;
 - e) A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
 - f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.
- C. Compliance. The School shall comply with all applicable federal and State laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from State law and District policies in accordance with Section 4.5. A list of some but not all, of the federal and State laws with which the School must comply are listed in Attachment 4. Lack of inclusion in Attachment 4 does not excuse noncompliance or non-performance by the School. The School shall comply with all applicable federal, State and District accountability requirements including but not limited to the READ Act, federal and State testing requirements, the monitoring and documenting of student academic progress and other mandates as may arise during the term of this Contract.
- D. Reports. The School shall provide in a timely manner to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely written notification shall be provided when due dates are changed or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Contract, and the District may take actions outlined in Section 2.2.H.
- i. The following required financial reports in addition to posting financial data on-line in accordance with C.R.S. §22-44-301 *et seq.*, (including budget), shall be provided by the School annually by the specified dates:
 - a) Proposed budget – on or before April 1.
 - b) Projected enrollment – on or before April 1.
 - c) School budget approved by Charter Board – on or before June 30.

- d) Quarterly financial reports – upon request.
- e) Annual audit drafts due by October 15 and final copies – on or before November 15.
- f) End of year trial balance – as requested.
- ii. School Calendar. The School shall provide the school calendar on or before April 1.
- iii. Health and Safety Information. The School shall annually provide safety information including report of previous year’s fire drills and updated emergency plans, emergency contact information, etc. – on or before the annually published due date from the District.
- iv. Year-end financial review. The School shall provide year-end financial information on or before June 15.
- v. Bond Documentation. The School shall provide closing documents and bank statements no later than ten (10) days after closing.
- vi. Safe School Plan. C.R.S. §22-32-109.1. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August. The School shall submit the information to the individual or office designated in advance by the District. The District will be responsible for communicating the information to local responders.
- vii. Governance Information.
 - a) Charter Board membership (i.e., names/ contact info, terms) – September 15.
 - b) Charter Board member conflict of interest disclosures – September 15.
 - c) Current Bylaws – within ten (10) business days after any material changes.
 - d) Current Articles of Incorporation – within ten (10) business days after any material changes.
- viii. Insurance certification – June 15, or annually within 5 business days of its renewal date.
- E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. Unless the School has insurance through District, the indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.
- F. Procedures for Articles of Incorporation and Bylaw Amendments. The School shall follow the requirements of the Colorado Revised Non- Profit Corporations Act in amending its Articles of

CHARTER SCHOOL RENEWAL CONTRACT
Excel Academy

BR 6/21/18

This Charter School Renewal Contract ("Contract"), effective July 1, 2018, is made and entered into between Jefferson County School District R-1 (the "District" or the "Authorizer") and Excel Academy, a public charter school organized as a Colorado non-profit corporation (the "School") (and District and School may individually be referred to as a "party" or collectively, the "parties").

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. §22-30.5-101, *et seq.* (the "Act"), allowing for the creating and operating of charter schools within the State of Colorado ("State") by its terms and for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) & (3); and

WHEREAS, the District's Board of Education ("District Board") previously authorized the School to form and operate a charter school in the District pursuant to a charter school contract, which expires by its terms on June 30, 2017; and

WHEREAS, on December 1, 2017, a renewal application was submitted by citizens of the District for renewal of the School as a charter school to operate within the District (the "Renewal Application"); and

WHEREAS, on February 1, 2018, the District Board of Education ("District Board") adopted a Resolution (attached here as **Attachment 1**) approving the School's charter school renewal application and granting the School a charter for a term of five (5) years.

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

SECTION 1: ESTABLISHMENT OF SCHOOL

1.1 Term.

This renewal Contract is effective as of July 1, 2018 and shall continue through June 30, 2023. Although this Contract is for operation of the School for a period of five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current fiscal year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. This Contract may be renewed for an additional period upon application for renewal in accordance with State law and District Board approval of the renewal of the application.

1.2 Charter School Corporate Status.

The School is incorporated as a Colorado non-profit corporation. The School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation and Bylaws.

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

- B. Corporate Purpose. The purpose of the School as set forth in its Articles of Incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101, et seq.
- C. Governance. The School represents that it is and shall maintain its status as a nonprofit corporation that holds the charter. The Articles of Incorporation and Bylaws of the School will provide for governance of the operation of the School in a manner consistent with this Contract and State and federal law. The Articles of Incorporation and Bylaws are attached to this Contract as Attachment 2. Any material modification (as defined in Section 3.1 below) of the Articles of Incorporation or the Bylaws must be submitted to the District within ten (10) business days of their ratification or adoption by the School's governing board (the "Charter Board").
- D. Dissolution. Upon dissolution of the School, assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the District or another charter school within the District, as determined by the District and the School in advance of dissolution. The School will execute all necessary documents required to convey such items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.
- E. Non-Commingling. Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

1.3 Charter School Legal Status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 3.5 of this Contract. Further, the School is a public entity within the meaning of C.R.S. §24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and is additionally subject to the Open Meetings Law and the Open Records Act.

SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP

2.1 District Rights and Responsibilities.

- A. Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to all applicable federal and State laws and regulations, and District policies and regulations, unless specifically waived. All records established and maintained in accordance with the provisions of this Contract, policies and regulations, and federal and State law and regulations shall, subject to applicable state and federal law, and to the limitations set forth below, be open to inspection and review and made available in a timely manner to District officials. Records include, but are not limited to, the following:
 - i. School records, including but not limited to, student cumulative files, policies, special education and related services;

- ii. Financial records;
- iii. Educational program, including test administration procedures and student protocols;
- iv. Personnel records, including evidence that criminal background checks have been conducted;
- v. School operations, including health, safety and occupancy requirements; and
- vi. Inspection of the facility or facilities.

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

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

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives, whether verbal or written. The notification shall be made within three (3) business days of receipt of the complaint by the District and shall include information about the substance of complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity.
- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the Department (defined below) or other State sources including but not limited to test scores, Every Student Succeeds Act (ESSA) school improvement status, School Performance Framework ("SPF"), accreditation, special education, and funding information.
- E. Accreditation Data and Process. The District shall provide to the School in a timely manner the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present any appeal it reasonably determines to be valid to the Department in accordance with CCR 301-1-10.03. The District shall provide to the School in a timely manner the final plan assignment determination that the School shall implement, the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 6.3 of this Contract.

- F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School in accordance with Subsection D above, and additionally, upon request of the District, shall provide cumulative files of a student or students to the extent necessary in order to comply with reporting requirements imposed by applicable State or federal law. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose. The school shall meet all State, federal and district reporting requirements.
- G. In accordance with Section 110(1)(b) of the Act, the District shall annually provide the School with a review of its performance, which shall include at a minimum the charter school's progress in meeting the objectives identified in the plan the School is required to implement pursuant to C.R.S. §22-11-210 and the results of the School's most recent annual financial audit. The District shall provide the School with written feedback from the annual review.

2.2 School Rights and Responsibilities.

- A. Records. The School agrees to comply with all federal, State, and District record keeping requirements including those pertaining to students, governance, and finance. The School shall be notified in a timely manner following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be posted in accordance with the Financial Transparency Act, C.R.S. §22-44-301 and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements, subject, however, to Section 2.1.A above. The School shall comply with all District, State and federal reporting requirements.
- B. Notification Provided to the District.
- i. Timely Notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
- a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
 - b) Any complaints filed against the School by any governmental agency.
- ii. Immediate Notice. The School shall immediately notify the District of any of the following:

- a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or State law;
 - b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
 - c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Additionally, the School shall follow all reporting regulations as required in C.R.S. §22-30.5-110.7(a) & (b) and other relevant laws as required.
 - d) Misappropriation of funds;
 - e) A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
 - f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.
- C. Compliance. The School shall comply with all applicable federal and State laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from State law and District policies in accordance with Section 4.5. A list of some but not all, of the federal and State laws with which the School must comply are listed in Attachment 4. Lack of inclusion in Attachment 4 does not excuse noncompliance or non-performance by the School. The School shall comply with all applicable federal, State and District accountability requirements including but not limited to the READ Act, federal and State testing requirements, the monitoring and documenting of student academic progress and other mandates as may arise during the term of this Contract.
- D. Reports. The School shall provide in a timely manner to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely written notification shall be provided when due dates are changed or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Contract, and the District may take actions outlined in Section 2.2.H.
- i. The following required financial reports in addition to posting financial data on-line in accordance with C.R.S. §22-44-301 *et seq.*, (including budget), shall be provided by the School annually by the specified dates:
 - a) Proposed budget – on or before April 1.
 - b) Projected enrollment – on or before April 1.
 - c) School budget approved by Charter Board – on or before June 30.

- d) Quarterly financial reports – upon request.
- e) Annual audit drafts due by October 15 and final copies – on or before November 15.
- f) End of year trial balance – as requested.
- ii. School Calendar. The School shall provide the school calendar on or before April 1.
- iii. Health and Safety Information. The School shall annually provide safety information including report of previous year’s fire drills and updated emergency plans, emergency contact information, etc. – on or before the annually published due date from the District.
- iv. Year-end financial review. The School shall provide year-end financial information on or before June 15.
- v. Bond Documentation. The School shall provide closing documents and bank statements no later than ten (10) days after closing.
- vi. Safe School Plan. C.R.S. §22-32-109.1. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August. The School shall submit the information to the individual or office designated in advance by the District. The District will be responsible for communicating the information to local responders.
- vii. Governance Information.
 - a) Charter Board membership (i.e., names/ contact info, terms) – September 15.
 - b) Charter Board member conflict of interest disclosures – September 15.
 - c) Current Bylaws – within ten (10) business days after any material changes.
 - d) Current Articles of Incorporation – within ten (10) business days after any material changes.
- viii. Insurance certification – June 15, or annually within 5 business days of its renewal date.
- E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. Unless the School has insurance through District, the indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.
- F. Procedures for Articles of Incorporation and Bylaw Amendments. The School shall follow the requirements of the Colorado Revised Non- Profit Corporations Act in amending its Articles of

Incorporation and Bylaws and shall provide the District with notice of any such material modifications, as defined in Section 3.1 below. The Bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in **Attachment 5**.

- G. District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education (the "State Board"), shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.
- i. In the event any dispute arises between the District and the School concerning this Contract, including but not limited to the implementation of or waiver from any District policies, regulations or procedures, the disputing party shall notify the other party in writing that a dispute exists and shall identify the Section of this Contract that is in dispute and the grounds for the position. Such dispute shall first be submitted to the Superintendent of the District or his designee for review. Thereafter, representatives of the District and the School shall meet and attempt in good faith to negotiate a resolution of the dispute.
 - ii. In the event the parties' representatives are unable to resolve the dispute informally pursuant to the procedure set forth above within sixty (60) days following notice of a dispute, the parties shall submit the matter to an independent mediator, who shall be agreed upon by the parties within fifteen (15) calendar days following either party's written request for mediation (the "moving party"). If the parties are unable to agree upon a mediator within that time, the moving party shall obtain a list of five names from the Judicial Arbitrator Group, Denver, Colorado, and submit them to the other party, who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the non-moving party.
 - iii. The mediation shall be scheduled and concluded within one hundred twenty (120) days of the moving party's written request for mediation, with final written findings entered by the mediator and served on both parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District Board, which shall in turn make a decision on the matter and release the mediator's written findings within thirty (30) days of its receipt of the advisory recommendation. The decision of the Board shall be final; provided, however, that the School may appeal to the State Board concerning those matters within the State Board's jurisdiction in accordance with governing law.
- H. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. §22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of State or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in

accordance with Section 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection I below.

- i. Withholding Funds. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. The District may only withhold funds in situations as allowed by C.R.S. §22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C.R.S. §22-30.5-112(8) and (9).
 - ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.
 - iii. Seeking Technical Assistance. The District may require the School to seek technical assistance if the School is required to prepare and implement a priority improvement plan or turnaround plan.
 - iv. Exercise of Emergency Powers. The District may request that the Commissioner of Education issue a temporary or preliminary order in accordance with C.R.S. §22-30.5-701 *et seq.*, if the conditions of an emergency exist, as defined therein.
- I. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Charter School Emergency Powers Act set forth in C.R.S. §22-30.5-701 *et seq.*, the District shall, to the extent practicable, engage in a due process procedure below.
 - i. The District shall give the School written notice of a deficiency. The notice shall State the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.
 - ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the President of the Charter Board or his designee shall be given an opportunity to meet with the President of the District's Board or his designee to discuss the notice within five (5) days.
 - iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 2.2.H i through iv.
 - J. District Violations of School Law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution procedures in

accordance with Section 2.2.G, file an appeal with the State Board, or seek other remedies provided by law.

- K. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §22-30.5-701 *et seq.*, it shall follow the procedures set forth therein.

SECTION THREE: SCHOOL GOVERNANCE

3.1 Governance.

The School's Articles of Incorporation and Bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Contract. The Charter Board shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Bylaws shall be made in accordance with the procedures described in Section 2.2.F of this Contract. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents, that significantly increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Charter Board or changes the purpose of the entity.

3.2 Corporate Purpose.

The purpose of the School as set forth in its Articles of Incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101 *et seq.* and purposes ancillary thereto and in support thereof.

3.3 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Open Meetings Law, C.R.S. §24-6-401 *et seq.* and Open Records Act, C.R.S. §24-72-201 *et seq.*, and shall adopt and strictly enforce a conflict of interest policy.

3.4 Complaints.

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The School shall submit to the District for approval its process for resolving public complaints, including complaints regarding curriculum, which must provide an opportunity to be heard and an appeal process similar to that provided in current District policies/regulations and procedures, except that the final administrative appeal shall be heard by the Charter Board, rather than the District Board. Any material changes to the process shall be submitted to the District for approval prior to implementation.

3.5 Contracting for Core Educational Services.

Unless otherwise agreed in writing by the District, which approval shall not be unreasonably withheld, conditioned or delayed, the School shall not have authority to enter into a Contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses or provide specific services as a portion of the School's educational program or operations. Subject to the limitations above, the School may negotiate and contract with a school District, the governing body of a State college or university, a school food

authority, or any third party for the use, operation and maintenance of a school building and grounds or the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein.

3.6 Contracting for Operational and Administrative Services.

Pursuant to relevant law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest.

3.7 Volunteer Requirements.

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

3.8 Conflict of Interest.

Members of the Charter Board or any governing committee established for the School shall comply with District policies and regulations regarding ethics and conflict of interest, unless otherwise waived pursuant to Section 4.5.B below. Notwithstanding the contrary, District Policy GP-9 is waived only to the extent that it prohibits employees of a charter school from serving on its governing board and if not otherwise prohibited by School policy.

SECTION FOUR: OPERATION OF SCHOOL AND WAIVERS

4.1 Operational Powers.

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

4.2 Evaluations and Trainings.

- A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the lead administrator of the School at least annually, in form determined by the Charter Board, in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 4.5 of this Contract.
- B. Employee Evaluations. The lead administrator or his/her designee shall conduct performance evaluations of the School's employees at least annually in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 4.5 of this Contract.

- C. Training. The Charter Board shall adopt a policy for its annual training plan. Further Charter Board members will satisfactorily complete the online charter school governing board training modules recommended by the Department, or comparable training, within a year of: (a) executing this Contract (for those members currently serving on the Board or provide evidence of prior completion) or (b) being seated on the Board (for all future Board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report Compiled by the District.

4.3 Transportation and Food Services.

- A. The District and the School acknowledge and agree that transportation will not be provided to students attending the School, except that the School may purchase from the District transportation to extracurricular activities on the same basis as other schools in the District. If the School subsequently determines to provide transportation during the term of this Contract, such services shall be provided in accordance with applicable federal and State law. This section does not apply to IDEA-eligible students placed at the School by the District. In the event that the District places a student at the School, it will provide transportation for the student to/from the School. Transportation for such students to participate in extracurricular activities will be the responsibility of the School. If a student's IEP team will be discussing or considering adding transportation to a student's IEP, a District Special Education liaison must be in attendance at the IEP meeting.
- B. The School shall be solely responsible for providing food services, if any, to students attending the School. The School may implement a program to provide free and reduced price meals to qualifying students that attend the School (through utilization of the CDE Family Economic Data Survey if appropriate) through a qualified School Food Authority ("SFA") or the School may qualify and serve as an SFA in accordance with applicable law. The District may from time to time offer food services for purchase by the School at the rates set forth in **Attachment 12**.

4.4 Insurance.

During the term of this Contract, the School shall purchase and maintain insurance protecting the School and Charter Board, employees, and volunteers (if allowable by policy), and District where appropriate as an additional insured or to the extent of its interests, consisting of commercial general liability insurance, errors and omissions liability insurance (school entity liability insurance), auto liability insurance and any property insurance as may be required to appropriately insure property interest commitments. The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages required for the current school year are set forth in **Attachment 6**. Participation in the District's Risk Management program is subject to written approval by the District.

The District shall provide at least 30 days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State and that are rated by A.M. Best Company not lower than "A-VII" unless otherwise approved by the District. Non-rated insurers must be approved by the District. The School shall provide certificates of insurance to the District's Director of Risk Management by June 15 annually for compliance review and approval of said coverages. Identified deficiencies shall be rectified within twenty (20) business days following notification specifying the deficiency. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, sent to the School and the District's Director of Risk Management, if available under the policy or by endorsement; otherwise, the School shall notify the District within 3

business days of its receipt of notice received in accordance with the terms of such policies. The School shall notify the District's Director of Risk Management within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

The School shall have on file at all times a copy of the purchased insurance policies that, at a minimum, meet the requirements of Attachment 6, as well as evidence that payment of premiums for such policies have been timely made. The insurance policies may provide for retentions (self-insurance) or deductibles in amounts other than those set forth in Attachment 6. In any event, the School shall, at all times, maintain sufficient restricted cash reserves to cover all retention and/or deductible amounts and shall provide documentation that such reserves have been maintained. The District's Director of Risk Management may review and inspect the School premises to assess the adequacy of School provided insurance programs.

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

4.5 Waivers.

A. State Laws and Regulations.

- i. Automatic Waivers. Pursuant to C.R.S. §22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. §22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is *not* required to submit a replacement plan, or statement, to the Colorado Department of Education, to specify the manner in which the School intends to comply with the intent of the State statute or State Board rule. All such waivers listed on Attachment 7 as Automatic Waivers shall be deemed granted to the School upon execution of this Contract.
- ii. Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, nor when a district power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and the waiver is consistent with the School's operational or educational needs.
- iii. Procedures for Non-Automatic Waiver Requests. The District Board agrees to jointly request waiver of the State laws and regulations that are listed in Attachment 7. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional non-automatic waivers from State law. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver(s) from the State Board, if the District's Board first approves the request. State Board approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested

waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.

B. District Policies.

- i. Automatic Waivers. Certain District policies are not waivable and other policies are deemed automatically waived for the School, and these are set forth on **Attachments 8**. The District shall keep an updated list of District policies that the School may automatically waive. The School shall be waived from all policies that are on such automatic waiver list at the time of this Contract, and any updates to the list during the term of this Contract. The District shall include on this list and grant any automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school.
- ii. Additional Waivers. The School shall be granted certain additional waivers from District policies set forth in **Attachment 8**. Where indicated in the “District Policy Waivers for Charters”, **Attachment 8**, the term District is synonymous (and deemed replaced) with the term charter school. It is the intent of this provision to require the School and its staff to fulfill the responsibilities and/or obligations defined in these policies and not absolve them of those responsibilities and/or obligations.
- iii. Subsequent Waiver Requests. The School may request additional waivers after the execution of this Contract. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by State law. Waiver of District policies shall not be unreasonably withheld.

4.7 Bidding Requirements.

Unless purchased from or through the District, contractual services and supplies, materials and equipment shall be procured through a system of competitive bidding, as required by School District policy/regulations and State law, unless a waiver has been obtained.

SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS

5.1 School Grade Levels.

The School may serve students in grade Pre-K through grade 12.

5.2 Student Demographics.

As required by the Act, C.R.S. §22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner. The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the District. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced lunch, English language learners, and special education programs within the District average, taking into account the demographics of other public schools within a reasonable proximity to the School. The parties acknowledge that the

School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in [Attachment 9](#).

5.3 Maximum and Minimum Enrollment.

The School and the District agree that during the term of this Contract, the School's total enrollment shall not exceed the capacity of the School's facility and site. The minimum enrollment is determined to be the lowest enrollment necessary for financial viability, as reasonably determined by both parties.

5.4 Eligibility for Enrollment.

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

5.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

The School's enrollment preferences, selection method, timeline, and procedures are described in [Attachment 9](#).

5.6 Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan.

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

- A. Following the application deadline and upon completing the lottery, if appropriate, the School shall require that the student/District provide the most recent Individualized Education Program ("IEP") or Section 504 Plan, if any.
- B. When an applicant has an IEP or Section 504 Plan, a screening team consisting of the School Principal or designee, the School special education coordinator, and a District representative, if requested, shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and shall make a determination whether the services and, space and accommodation that can reasonably be made available at the School are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the screening team deems it appropriate, the District representative shall convene a complete IEP team comprised of appropriate School and District staff and parents of the student (the "IEP Team") to make the final determination.
- C. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school shall, following the process described in subparagraph B above, be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.
- D. When a student who has intensive service needs as identified by an IEP Team applies for admission into the School, the School Principal shall convene an IEP Team meeting. The student's application for admission is contingent upon the determination by the IEP Team that the student can receive a free

appropriate public education in the least restrictive environment at the School in its existing programs with or without reasonable modifications. If the determination is that Free Appropriate Public Education (FAPE) is not available, the student's application for admission shall be denied and the student's current placement shall remain as determined by the prior IEP Team meeting, unless changed at the School's IEP Team meeting. A District Special Education Liaison must attend any meeting where a determination is made that FAPE is not or may not be available to a student at the School. Representatives from the student's prior school shall be invited to participate in the IEP Team meeting at the School. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

5.7 Participation in Other District Programs.

No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Act.

5.8 Non-Resident Admissions.

Subject to its enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless otherwise waived) and this Contract. If the School has more applicants than it has space, preference shall be given according to the School's enrollment policy set forth in Attachment 9, including preference to those students who reside within the District. The School shall handle denial of admission in a manner consistent with State law and District policy/regulations. Once accepted for enrollment, a non-District resident student may reenroll for subsequent school years until completing his or her schooling at the School.

5.9 Student Movement After October 1.

After October 1, any movement of students between the School and any District school, including the school serving the student's resident address that is not operated pursuant to a charter school contract, shall be in accordance with the standard District administrative transfer process. Requests for transfer to a District school shall not be unreasonably denied.

5.10 Discipline, Suspension, Expulsion.

The School agrees that it shall comply with all District policies/regulations concerning student attendance, standards of conduct and discipline unless and until the School adopts its own written policies that are approved by the District. The School's procedures shall provide for an appeal in student discipline cases, except expulsions, to the Charter Board. Where the principal of the School recommends a student for expulsion, the proceedings shall be referred to the District's Charter Schools Administrator for handling through the District's expulsion processes. The District's Board shall have final authority regarding appeals in student expulsion cases. Any general or special education services required by law to be provided to a suspended School student shall be the sole responsibility of the School to arrange. Any general or special education and related services required by law to be provided to an expelled School student shall be the responsibility of the District; provided, however, that the School shall cooperate with the District to provide general education services to School students who are expelled within the last eight weeks of the school year.

5.11 Continuing Enrollment.

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

SECTION SIX: EDUCATIONAL PROGRAM

6.1 Vision.

The School's vision is set forth in Attachment 10.

6.2 Mission.

The School's mission is set forth in Attachment 10.

6.3 Goals, Objectives, and Pupil Performance Standards.

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

- A. District Accreditation. The School shall be accredited in accordance with written District guidelines and State law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §22-7-101 *et seq.*; the Education Reform Act, C.R.S. §22-7-401 *et seq.*; the School Accountability Reporting Act, C.R.S. §22-7-601 *et seq.*; Educational Accreditation Act of 1998, C.R.S. §22-11-101 *et seq.*; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of "exceptional children" as defined in such rules, unless waived.
- B. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance and operations. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized. The School and the District agree that the School shall not be required to adopt any changes in District policy under this Section during the term of this Contract, unless required to by State or federal law.
- C. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the Colorado School Performance Framework, any additional federal requirements, and any other agreed-upon measures and metrics. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above.

- D. Student Welfare and Safety. The School shall comply, except as waived, with all District approved policies and regulations, and comply with all applicable federal and State laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any State regulations governing the operation of school facilities.
- E. Academically Exceptional Students. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other “exceptional children” as defined in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Renewal Application and this Contract.

6.4 Educational Program Characteristics.

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

6.5 GED and On-Line Programs.

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

6.6 Curriculum, Instructional Program and Pupil Performance Standards.

- A. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed the Colorado Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School’s vision and mission.
- B. With respect to each subject area not tested under the State’s standardized testing program for which the District has developed embedded assessments designed to measure achievement of standards, the School shall notify the Charter School Administrator in writing prior to July 1 of the fiscal year following the fiscal year in which such embedded assessments were developed as to whether it will use the District’s embedded assessments or whether it will use its own embedded assessments. If the School intends to use its own embedded assessments, it shall submit its proposed assessment program for review with its written notice to the Charter School Administrator, and may only implement and use its assessment program if approved by the District. The School shall adhere to all District timelines for developing (if applicable) and administering assessments, and may upon written request to and approval from the District, develop and implement a subsequent alternative assessment to a District embedded assessment.

6.7 Graduation Requirements.

If applicable, the School shall develop and submit to the District for approval a policy setting forth graduation requirements that align with State graduation guidelines.

6.8 Tuition and Fees.

- A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. §22-20-109(5), § 22-32-115(1) and (2) and § 22-54-109, other than for PRE-K, full-day kindergarten programs, before and after school programs or as otherwise permitted by law.
- B. Fees. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. §22-32-110(1)(o) & (p) and § 22-32-117.
- C. Indigent Students. The School shall waive all fees for indigent students in accordance with applicable federal and State law. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board regulations.

6.9 English Language Learners.

The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures for identifying, assessing and serving English language learners and exiting them from the program.

6.10 Education of Students with Disabilities.

- A. Individuals with Disabilities Education Act ("IDEA") -Eligible Students with Disabilities.
 - i. The School agrees to comply with all District policies/regulations and the requirements of federal and State law concerning the education of IDEA-eligible students with disabilities, and shall provide special education programs and services to students at the School at a level consistent with other schools in the District serving the same grade levels. Upon enrollment of a student, the School shall determine whether the student has been identified as a child with disabilities under the IDEA. If so, the School shall comply with the process set forth in Section 5.6 of this Contract.
 - ii. A description of the special education services to be provided by the District and their cost is set forth in Paragraph 7.1.A.ii below. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, the responsibility for providing such transportation shall be determined in accordance with the IDEA and other applicable laws. A District representative shall participate in any meeting in which the provision of transportation for a student with a disability enrolled at the School is being determined.
 - iii. The School shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.

- iv. The District and the School shall jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Success, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services as needed to ensure compliance with federal and State regulations. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and State law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
 - v. The School's special education teachers are able to attend professional development and induction programs sponsored by the District.
 - vi. The District or the School may identify from time to time changes to the educational program of the School that are reasonably necessary to comply with applicable law for educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
 - vii. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and State law.
- B. Non-IDEA-Eligible Students with Disabilities. As a recipient of federal funds, the School is responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for the protections thereunder. The School agrees to follow District policy in identifying students who are Section 504-eligible and providing them with reasonable accommodation.

6.11 Extracurricular and Interscholastic Activities.

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

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

herein shall be construed to require modification by either party of any calendar or schedules for extracurricular programs.

6.12 Collaboration with District.

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

6.13 Expansion and Replication.

This section intentionally left blank.

SECTION SEVEN: FINANCIAL MATTERS

7.1 Revenues.

A. Funding.

- i. District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, plus any applicable capital construction revenue payments pursuant to C.R.S. §22-54-124, minus the following: (a) the actual amount of the School's per pupil share of the actual central administrative overhead costs of the District (up to five percent of PPR), as provided by law, (b) the cost of special education services set forth set forth below, (c) deductions for purchased services set forth in Section 9.1 below or as otherwise agreed to in writing by both parties, and (d) other deductions as provided herein and adjusted as provided herein. Any subsequent Department audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payment from the District to the School.

The District, upon request of the School, shall allow the School to contest any adverse count audit in the name of the District through the administrative appeals process. The District may make financial adjustments effective as of the date of any final audit report, notwithstanding an administrative appeal.

The District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within 90 days after the end of the fiscal year as required by law, under C.R.S. §22-30.5-112(2)(a.4)(l). The actual central administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed party, up to the 5% cap referenced above.

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

Such funding shall be provided upon receipt by the District for the 2018-19 fiscal year and each subsequent year this Contract is in effect. The School shall provide and bear the cost of special education services at the school at a level comparable to regular schools in the District serving the same grade levels, including related services and required paraprofessional support. The District shall provide access to trainings, professional development, systematic support and guidance for special education while the School will hire its own special education teacher(s) subject to review of licensing and reference checks. Where a student with disabilities enrolled in the School requires more extensive services than are customarily provided by regular District schools serving the same grade levels, the District will be responsible for providing such services. In addition, the District will provide oversight and support from central administrators, access to District-wide special education programs and defense of due process hearings through the administrative appeal level, on the same basis as such oversight, support, access and defense are provided to other District schools. As consideration for the District's assumption of these responsibilities, for the 2018-2019 school year the District shall retain **\$475 (four hundred seventy five dollars)** per funded FTE pupil at the School from the revenues provided under paragraph 7.1.(A)(i) above. The District shall also retain, as consideration for its assumption of responsibilities under this paragraph 7.1(A)(ii), the funding it receives under the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 *et seq.* ("IDEA"), attributable to identified students with disabilities enrolled in the School. For the remaining years this Contract is in effect, the amount withheld for District-wide special education oversight, support and access to District-wide programs shall be determined annually in accordance with paragraph 7.3 below. In accordance with Section 112(3)(c) of the Act, within ninety (90) days after the end of each fiscal year, the District shall provide the School an itemized accounting of all the actual special education costs that the District incurred for the applicable fiscal year and the basis of any per pupil charges for special education that the District imposed for such fiscal year. The School will provide the District with evidence that special education service providers meet educational and certification or licensing requirements of State law, documentation of the nature and duration of services provided for each student with disabilities by such service providers, and other information required to complete applications for federal and State funds for students with disabilities.

- iii. For the 2018-2019 school year, the District will withhold from funding provided to the School under paragraph 7.1(A)(i) above **\$130 (one hundred thirty dollars)** per funded pupil in the School for District-wide English as a Second Language (ESL) services. For the remaining school years this Contract is in effect, the amount withheld for District-wide ESL services will be determined annually in accordance with paragraph 7.3 below. It is the intent of the District that the School receive a proportionate share of funding provided by the federal and State governments for gifted and talented students and other federal and State grant sources, to the extent that the School complies with the conditions and requirements of such grants, applicable law and reporting requirements under such grants. A proportionate share of moneys generated under other federal or State categorical aid programs shall be directed to the School for each of the

School's students eligible for such aid. Prior to receipt of such funds, the School shall provide the District with acceptable assurances that it will comply with various federal statutes, which assurances are required of recipients of federal funds for categorical aid. The School shall provide the District with data necessary to complete claims for such funds.

B. Bond and Mill Levy Funds.

- i. Bond Issues. Pursuant to C.R.S. §22-30.5-404, the District shall allow for representation by charter schools on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs and shall notify charter schools of the committee's meeting schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same the School may request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. §22-30.5-404 and 405.
- ii. Mill Levy. Pursuant to C.R.S. §22-30.5-118 and C.R.S. §22-30.5-119, if the District has a planning committee regarding a potential mill levy ballot question for the electorate, the District must allow the charter schools authorized by the District to have at least one representative on the District's planning committee. The District must notify the charter schools of the planning committee's meeting schedule. The charter schools of the District shall cooperate in determining the representative(s). The District shall invite each charter school in the District to participate in any discussions about submitting a ballot question to authorize additional local revenues (such as a mill levy) at least by June 1 of the election year. The District shall pay to the School its proportionate share of additional mill levy revenue for which it is eligible in accordance with applicable law, District policy, and ballot language. The School shall use such funds in accordance with applicable law, District policy, and ballot language. Funds shall be made available to the School at the beginning of each quarter starting July 1 for schools that use district financial services and in March once funds are received for schools that do not use district financial services.. If the School receives additional mill levy revenue, the School shall budget for and record expenditures of such revenue in a manner so that compliance with district guidelines and/or ballot language is easily identifiable in financial reports.

- C. Federal Categorical Aid. Each year the District shall allocate to the School the School's proportionate share of applicable federal Every Student Succeeds Act (ESSA) funding (e.g. Title I, Title II, Title III , Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Department as required. District shall provide School in writing with its formulas and calculations for determination of eligibility and amounts to be received by the School, for each applicable category of title funding. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.

- D. State Categorical Aid. On or before January 15 of each year, the District shall allocate or provide services to the School equal to the School's proportionate share of applicable State categorical aid (e.g., English Language Proficiency, Gifted and Talented, or Transportation funding) received by the District for which the School is eligible (including but limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required or evidence of students enrolled in the School that are eligible for such funds.
- E. Other Grants. The School will receive their equitable share of the money the District receives through relevant State and federal grants.

7.2 Disbursement of Per Pupil Revenue.

- A. Disbursement of District Per Pupil Revenue Funding. Commencing on July 1 of each fiscal year of the Contract term, District per pupil revenue funding as described in Section 7.1.A shall be disbursed to the School in quarterly installments at the beginning of each quarter on July 1, October 1, January 1 and March 1, for schools holding their funds in the District accounts and dispersed monthly for schools moving their accounts outside of the District accounts, subject however, to annual appropriation and the District's receipt of the funding. The first and second quarters, July through December, funding shall be based on the School's enrollment projections submitted in accordance with Section 7.4 for schools holding their funds in the District and shall be based on student enrollment as reported through the District's student information systems for schools moving their funds outside of the district.
- B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: In December or January funding will be adjusted factoring in the final October one day count and adjusted per pupil funding as determined by the Colorado Department of Education. This adjustment will be posted back to each respective quarter that has passed, and the payments made by the District to the School under Subsection A above for the remainder of the fiscal year shall be adjusted accordingly, to fully allocate such overall adjustment for the year. If the School submits enrollment projections that vary from actual enrollment by 5% or greater, the District may adjust funding based on student counts reported in the Student Information System any time prior to the final October one day count. In addition, to the extent that the District experiences any reduction or increase in State equalization support by a legislative rescission, one day count audits or other action, proportionate reductions or increases shall be made to the School's funding. All adjustments to funding will be made by the end of the fiscal year.

7.3 Budget.

On or before June 30 of each year, the School shall submit to the District its Charter Board approved balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. Any projected changes in enrollment and adjustments in the amounts withheld by the District for special education oversight, support and access to District-wide programs and for District-wide ESL services necessitated by changes in revenue and/or expenses shall be provided by the District no later than April 1 of each year. The budget shall be prepared in accordance with C.R.S. §22-30.5-111.7(1)(a) and §22-30.5-112(7) and the State-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. Proposed budgets that spend down reserves shall include a narrative addressing 1) why reserves are being spent 2) the duration of the

reduction and 3) the date when the School will return to a balanced budget. A material violation of this Section may result in the District initiating remedies described in Section 3.2.1.

7.4 Enrollment Projections.

The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by April 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than five percent (5%) of the official membership for the current school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of funding pursuant to Section 8.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

7.5 TABOR Reserve.

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

7.6 Contracting.

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

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

7.7 Annual Audit and Trial Balance.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The School shall provide information required for the annual audits in accordance with the District's closing schedule and reporting deadlines, and adequate documentation to support financial information required for the audits, in a format prescribed by the auditor. A draft of the results of the audit shall be provided to the District in written form by October 15 of each year. The School shall pay for the audit. The final audit shall be provided to the District on or before November 15. If, for causes within the School's control, the audit is not provided to the District by October 15 and November 15 of each year as outlined above, it shall be considered a material breach of this Contract, and the School shall have five (5) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by November 15th is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time. The School shall comply with all deadlines as set by CDE and the District. Any requests for extensions must be approved by the District.

7.8 Quarterly Reporting.

The School shall prepare quarterly financial reports for the District in compliance with C.R.S. §22-45-102(1)(b), and post required reports online pursuant to C.R.S. §22-44-301 *et seq.* Such reports shall be submitted to the District upon request or within 30 days after the end of the fiscal quarter. Year-end reports shall also be submitted upon request.

7.9 Non-Commingling.

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

7.10 Loans.

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

7.11 District Loans.

Schools may not borrow funds from the District without approval from the District Board. TABOR reserves must be maintained throughout the fiscal year. If the School has an unplanned emergency that could result in borrowing, the District Chief Financial Officer should be notified to discuss the financial issue, forecast and revised business plan.

7.12 Outside Bank Accounts

The School shall use the District's accounting system and shall not have bank accounts outside of the District. Should the School plan to exit the District's financial support services, the District will work with the School to reach a mutually acceptable transition plan for the next fiscal year.

SECTION EIGHT: PERSONNEL

8.1 Employee Status

All employees hired by the School shall be employees of the School and not the District. All employee hiring, discipline and termination decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School.

- A. Background/Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for criminal records) of all employees to the extent required by applicable State and federal laws, rules and regulations, including but not limited to C.R.S. §22-30.5-110.5 and §22-30.5-110.7. This includes ensuring that all independent contractors and companies that place employees in the School complete the requisite background checks.

8.2 Affordable Care Act Covenants and Representations

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

shall survive the termination of this Contract. The School will sign the Cafeteria Plan Notice and Approval Form attached hereto as Attachment 11.

8.3 Payroll.

Unless the School elects to contract for payroll and accounting services outside of the District pursuant to Section 9, employees shall be paid through the payroll department of the District using its procedures for recording employee work hours, overtime, absences, leaves, vacation and other adjustments, as contained in applicable District policies/regulations. If the School contracts for payroll services outside of the District, the School shall assure that records are maintained, reports are made and employment taxes are withheld and paid in accordance with the requirements of federal and State law and of the Public Employees Retirement Association.

8.4 Benefits.

The School may purchase on behalf of its employees health, dental and vision insurance coverage available to District employees, at cost, provided that the School uses the District's payroll and accounting services.

8.5 PERA Membership.

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

8.6 Equal Opportunity Employer.

No individual shall be discriminated against in term, conditions or privileges or employment, excluded from participation in a program or activity, denied benefits, or otherwise discriminated against on the grounds of the individual's race, creed, color, religion, gender, national origin or ancestry, age, mental or physical disability, sexual orientation, gender identity, genetic information or veteran status. This statement is made in accordance with the provisions of and amendments to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act of 1967, and the Rehabilitation Act of 1973.

8.7 Employee Welfare and Safety.

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

8.8 Employee Records.

The School shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable District policies/regulations unless otherwise waived from the same, and applicable federal and State laws, concerning the maintenance, retention and disclosure of employee records, including but not limited to the

requirements of the Colorado Open Records Act, §§ 24-72-201 *et seq.* The School shall provide to the District the employee identification data necessary for the payroll process and State reporting.

8.9 Employee Conflicts of Interest.

All School employees shall comply with the District's policies/regulations, and applicable State law, concerning staff conflicts of interest unless otherwise waived pursuant to Section 4.5 B.

8.10 District Teachers.

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

SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT

9.1 Purchase of District Services.

- A. The School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services.
- B. For the 2017-2018 fiscal year, the parties mutually agree that the following services shall be provided to the School by the District at a cost equal to two point eight percent (2.8%) of PPR revenues for each funded FTE pupil enrolled at the School: payroll, accounting, purchasing, accounts payable (but not accounts receivable), cash management and tax anticipation note interest expense, compensation and records, benefits enrollment and processing (where employee benefits are purchased from the District) and related costs for integration with the State, student data services, District Communications Department services, connection of phones and District workstations, District-wide mandated assessments, access to legal consultation (other than consultation on employment issues) through the District's legal counsel where such assistance is requested through the District's designated Charter School Administrator and where the District determines that such assistance is appropriate, and the ability of the School staff to participate in District staff development activities and programs on the same basis as staff employed by the District (where a fee is required for District staff, such fee shall be

paid by the School). The percent of PPR charged by the District to cover the cost of the foregoing services shall be redetermined annually and attached as addenda to Attachment 12. Should the School elect to use an accounting and/or payroll service other than the through the District, the actual cost for services excluding the aforementioned services may be charged, up to 2.8% of PPR for each funded FTE pupil enrolled at the School, and may not include any discounts as may be available to schools who choose to use all the District services including accounting and payroll.

- C. The School may purchase from the District the services and materials specified in Attachment 12 at the costs specified therein. Costs and available services and materials shall be re-determined each subsequent year this Contract is in effect and the items elected for purchase by the School shall annually be attached as addenda to Attachment 12. Annually, when adopting its budgets, the School will commit to purchasing the services it selects from the District for the entire budget year.
- D. The following services are not available for purchase: networking services, facilities management, telecommunications, energy management, custodial services, small engine repair, transportation/fleet management, post-secondary options, preschool and early retirement.
- E. Costs shall be adjusted annually by the District based upon its then-current budget and reconciled to actual costs within 90 days after the end of each fiscal year as required by C.R.S. §22-30.5-112(2)(a.4)(II), and any difference between the amount initially charged to the School and the actual cost shall be paid to the owed party.
- F. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in the District, unless otherwise waived in writing by the District.
- G. The parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year.
- H. The District Director of Risk Management may review and approve the School to purchase District insurance services and coverages set forth in Attachment 6 as evidenced in Attachment 13. The District Director of Risk Management may review and inspect the School premises to assess School operations and property conditions to assure underwriting viability to be included in District provided insurance programs. Under these circumstances, the District will provide legal services, through the District's legal counsel, for defense of suits, actions and claims against the School sounding in tort, for which the District provides insurance coverage, including appeals to federal or State courts of special education due process hearings. Such legal services shall not be provided for defense of matters involving workers' compensation (unless the District also provides the workers' compensation coverage), unemployment compensation or disputes with the District. Any provision of a defense is conditioned upon prompt notification by the School to the District of all claims, including threatened or reasonably anticipated claims or actions; full cooperation with the District and legal counsel in defending the claim; and the School not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the District Board. The School acknowledges that in the event of a dispute between the School and the District, the District's legal counsel will represent the District and not the School. Any potential conflict of interest arising from the representation of the School by the District's legal counsel shall be resolved in accordance with the Colorado Rules of Professional Conduct.

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

SECTION TEN: FACILITIES

10.1 School Facility.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the District with a copy of the lease, deed, closing statement or other facility agreement granting the School the right to use the same within 10 days of closing, refinancing or leasing. The School has or shall comply with C.R.S. §22-32-124, and shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1 above. If the School occupies a District owned facility, the School shall work in conjunction with the District for any construction or renovation of the District facility used by the School. If the School leases or owns other property, they will be fully responsible for that property.

10.2 Use of District Facilities.

The School may use District facilities in accordance with District policy.

10.3 Impracticability of Use.

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

10.4 Long-Range Facility Needs.

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

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

11.1 Renewal Timeline and Process.

The School shall submit its renewal application by no later than December 1 of the year prior to the year in which the charter expires. At least fifteen (15) days prior to the date on which the District Board will consider whether to renew the charter, District personnel shall provide to the District Board and School a written recommendation, including the reasons supporting the recommendation, concerning whether to renew the charter. The District Board shall rule by

resolution on the renewal application no later than February 1 of the year in which the charter expires, or by a mutually agreed upon date following a public hearing where the School shall have the opportunity to address the District Board about its renewal request. If the District Board decides to not renew the Contract, it shall detail the reasons in its resolution.

11.2 Renewal Application Contents.

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

11.3 Criteria for Renewal or Non-Renewal and Revocation.

The District may terminate the Contract and revoke the charter for any of the grounds provided by State law, C.R.S. §22-30.5-110(3), as they exist now or may be amended or material breach of this Contract. Grounds for termination, revocation, or nonrenewal also include but are not limited to the following:

- A. Pursuant to C.R.S. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. §22-11-406(3).
- C. The District shall comply with all guidelines found in C.R.S. §22-30.5-110 and any other relevant provisions regarding renewal, non-renewal and revocation.

11.4 Termination and Appeal Procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the contents of which are described in Section 2.2.I. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. The District may impose other appropriate remedies (see Section 2.2.H) for breach of this Contract.

11.5 School-Initiated Closure.

Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of District choice enrollment dates.

11.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the

School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below and 2) reassignment of students to different schools. School personnel and the Charter Board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.7 Return of Property.

In the event of termination or dissolution, after payment of all liabilities by the School, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be disposed of in accordance with the School's Articles of Incorporation.

SECTION TWELVE: GENERAL PROVISIONS

12.1 Order of Precedence.

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Contract shall take precedence over policies of either party and the Application; applicable policies of the District Board that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of this Contract shall take precedence over the Application.

12.2 Amendments.

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

12.3 Merger.

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

12.4 Non Assignment.

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

12.5 Governing Law and Enforceability.

This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, that upon any material changes in law that may materially impact the relationship of the parties, the parties shall as soon as reasonably practical after the effective date of such change in law, amend this Contract to reflect such change in law.

12.6 No Third-Party Beneficiary.

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

12.7 No Waiver.

The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

12.8 Notice.

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt) or one day after deposit with a nationally recognized overnight courier, or three days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

12.9 Severability.

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

12.10 Interpretation.

- A. Standard of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Renewal Application, and District policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.
- B. Business Days. As used in this Contract “business day” means any day other than a Saturday or Sunday or a day on which government institutions in the State of Colorado are closed.
- C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

- D. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Contract, second, the Attachments, and last the Application.

12.11 Nonreligious, nonsectarian status.

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

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

Excel Academy,
a Colorado nonprofit corporation

By: 

President

ATTEST:




Secretary

JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1

By: 

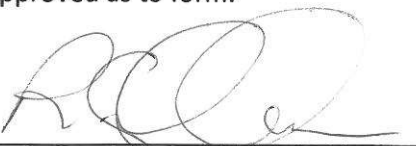
President, Board of Education

ATTEST:



Secretary, Board of Education

Approved as to form:



School District Attorney
4834-6022-6849, v. 1

Attachments

Attachment 1: District Board Resolution

Attachment 2: Articles of Incorporation and Bylaws

Attachment 3: Pre-Opening Conditions (Not Required for Renewal Contracts)

Attachment 4: Selected Laws Applicable to Charter Schools

Attachment 5: Conflict of Interest Form (for Board Members)

Attachment 6: Minimum Insurance Coverage Requirements

Attachment 7: Waivers of State Law – Automatic and Non-Automatic with Supporting Replacement Policies

Attachment 8: Waivers of District Policy – Automatic and Non-Automatic with Supporting Replacement Policies

Attachment 9: School Enrollment Priorities and Procedures

Attachment 10: School Vision and Mission

Attachment 11: Cafeteria Plan Approval Form

Attachment 12: Purchased Services

Attachment 13: Copy of Insurance Coverage that meets District Requirements

Attachment 1: District Board Resolution

Attachment 2: Articles of Incorporation and Bylaws

ARTICLES OF INCORPORATION

OF

EXCEL ACADEMY CORPORATION

NONPROFIT

The Undersigned person, a citizen of the United States, desires to form a nonprofit corporation under the Colorado Nonprofit Corporation Act, hereby certifies:

FIRST: The name of the corporation shall be the Excel Academy Corporation

SECOND: The period of duration shall be perpetual.

THIRD: Said corporation is organized exclusively for professional, cultural, charitable and educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), hereafter called the Code.

FOURTH: The address of the initial registered office of the corporation is:

7400 Quail
Arvada, Colorado 80005

FIFTH: The name and address of the initial directors of the corporation are:

Dianne Hagerman
7400 Quail
Arvada, Colorado 80005

Nancy Murray
8253 Kline
Arvada, Colorado 80005

Delana Augustin
12102 W. 84th Place
Arvada, Colorado 80005

J. Brent Garfield
7345 Routt Street
Arvada, Colorado 80005

Michael Lincoln
6888 Taft Court
Arvada, Colorado 80004

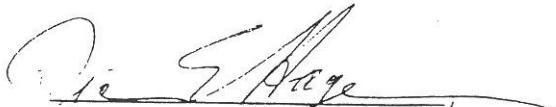
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SIXTH: No part of the net earning of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article THIRD hereof. The corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

SEVENTH: Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organizations or organizations organized and operated exclusively for professional, cultural, charitable and educational purposes as shall at the time qualify and an exempt organization or organizations under the Code, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of shall be disposed by the Court of Common Pleas of the County in which the principal office of the corporation is then located, exclusively for such purposes or to such purposes or to such organization or organizations, as said Court shall determine.

In witness whereof, I have hereunto subscribed my name this 18 day of May 1995.



Dianne Hagerman / agent
7400 Quail
Arvada, Co 80005

STATE OF COLORADO
COUNTY OF

The foregoing instrument was acknowledged before me this 18 day of May, 1995, by Dianne Hagerman.

In witness whereof I have hereunto set my hand and seal.

My commission expires 6-7-97.


Notary Public
Mary Haack
215 Union Blvd.
Suite 450
Lakewood, CO 80228

**AMENDED AND RESTATED BYLAWS
OF
EXCEL ACADEMY CORPORATION**

These are the Bylaws of Excel Academy Corporation (the “Corporation”), a Colorado nonprofit Corporation that shall operate under the Colorado Nonprofit Corporation Act and be subject to its Articles of Incorporation. The primary purpose of the Corporation is to operate a Jefferson County charter school known as Excel Academy.

Article I

Section 1.1 Principal Office

The principal office of the Corporation shall be located in the Jefferson County School District at 11500 West 84th Avenue, Arvada, Colorado 80005. The Corporation may have such other offices within Colorado as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 1.2 Registered Office

The registered office of the Corporation which is required by the laws of the State of Colorado to be maintained in Colorado may be, but need not be, identical with the principal office and the address of the registered office may be changed from time to time by the Board of Directors.

Section 1.3 Registered Agent

The registered agent of the Corporation required by the laws of the State of Colorado shall be the Executive Director of Excel Academy or the Corporation itself if permitted by law.

**Article II
Members**

Section 2.1 Members

Each parent or legal guardian of a child enrolled at Excel Academy and each staff member employed at Excel Academy shall be a member of the Corporation. Such membership shall terminate when the child ceases to be enrolled at the school or when the staff member ceases to be employed at the school.

Section 2.2 Board Resolution

The Board of Directors shall provide by resolution for a regular membership meeting at least annually for the purpose of electing Directors. Voting shall be by written ballot at all elections held to elect Directors. Notice provisions, special meetings, quorum and manner of acting shall be determined by Board resolution, except in the event a Board resolution conflicts with the Colorado Nonprofit Corporation Act, the provisions of the latter shall control. Each member of the Corporation, as defined by Section 2.1, shall be entitled to vote at any election as determined by Board resolution.

Article III Board of Directors

Section 3.1 General Powers

The business and affairs of the Corporation shall be managed by its Board of Directors, except as otherwise provided in the Colorado Nonprofit Corporation Act, Colorado Charter Schools Act, the Articles of Incorporation, or these bylaws.

Section 3.2 Number, Tenure and Qualifications

(a) Voting Directors

The number of Directors of the Corporation shall not be less than one (1). The Board of Directors may consist of seven (7) Directors. It will be comprised of six (6) Directors who are parents or guardians of students currently, or previously, enrolled at Excel Academy and one (1) Director who may be a community member. Each Director shall serve for a term of three (3) years and may be elected for no more than two (2) consecutive 3-year terms, unless otherwise resolved by the Board. An appointment to fill a vacancy for a term of one year or less shall not be subject to the term limitation clause. The terms of Directors shall be staggered with two such Directors being elected each year. (Once elected a parent or guardian may continue to serve out the term even if the student graduates or voluntarily leaves the school.) Directors may be removed from the Board at the discretion of the Chairperson as specified by Board resolution. Attendance at Board meetings is mandatory. Missing two meetings without prior approval from the Chairperson or at least two Directors will result in notice of probation. A third unapproved absence will be considered a resignation from the Board and will result in immediate dismissal from the Board, unless mitigating circumstances exist as determined by the Chairperson.

Only one member of a family may serve as a Director at any given time. No employee of Excel Academy shall be eligible to serve as a member of the Board of Directors. At no time shall the Board of Directors have more than two (2) members who are spouses or domestic partners of persons employed by Excel Academy. A "domestic partner" is an unmarried adult, unrelated by blood, with whom an unmarried employee has an exclusive committed relationship, maintains a mutual residence, and shares basic living expenses.

(b) Non-Voting Directors

The Executive Director of Excel Academy shall serve as an ex officio, non-voting member of the Board.

Section 3.3 Chairperson and Vice Chairperson

The Board of Directors shall elect a Chairperson and Vice Chairperson of the Board of Directors from among the Directors. Unless otherwise resolved by the Board, the roles of the President and Vice President shall be assumed by the Chairperson and Vice Chairperson, respectively. The term of such Chairperson and Vice Chairperson shall be for a period of one (1) year or until such time as their respective successors are duly elected and qualified. The Chairperson of the Board of Directors shall preside over all meetings of the Board of Directors, and, in the absence of the Chairperson of the Board of Directors, the Vice Chairperson of the Board of Directors shall preside over the meeting. The Executive Director may not serve as Chairperson or Vice Chairperson.

Section 3.4 Vacancies

Vacancies may be created by resignation/dismissal of a Director or by a lack of qualified candidates to fill the number of open positions during a regularly scheduled election.

Any Director may resign at any time by giving written notice to the Chairperson or Vice Chairperson of the Corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any vacancy occurring in the Board of Directors shall be filled in the following way:

The Board of Directors shall appoint a Director by a two-thirds majority vote to fill the vacancy. This appointment by the Board of Directors shall be done at the next regular meeting after notice of the vacancy or at a special meeting called for such purpose. If at the date of the vacancy the remaining/unexpired term is more than one year, the Director will be appointed for the period of time until the next regularly scheduled election, not to exceed one year. However, if the vacancy is the result of a lack of qualified candidates during a regularly scheduled election, the Director will be appointed to the length of term which would have been served by a regularly elected director.

Section 3.5 Regular Meetings

A regular meeting of the Board of Directors shall be held without other notice than this bylaw once a year and shall constitute its annual meeting. The Board of Directors may provide by resolution the time and place for holding of additional regular meetings without other notice than such resolution. Such additional regular meetings shall be held at least monthly.

Section 3.6 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chairperson or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for holding any special meeting of the Board of Directors called by them.

Section 3.7 Executive Session

All regular and special meetings of the Board of Directors shall be open to the public in accordance with the Colorado Open Meetings Law. However, upon a vote of a majority of the members of the Board present at a meeting, an executive session may be called to discuss one or more of the following: (a) legal matters; (b) acquisitions or sales of property; (c) contract proposals or negotiations; (d) personnel matters; (e) student disciplinary matters; or (f) any other matters permitted by law. The motion requesting the executive session shall state the nature of the matter to be discussed. Only persons invited by the Board may be present during the executive session. The Board shall not make any final policy decisions, nor shall any resolution, rule, regulation or formal action or any action approving a contract requiring the payment of money be adopted at any session that is closed to the public; provided, however, the Board may approve minutes from a prior executive session. Matters discussed during an executive session shall remain confidential among those attending. The Secretary of the Board shall maintain minutes of all executive sessions in accordance with law.

Section 3.8 Notice

Notice of any special meeting shall be given at least two (2) days prior to the meeting by written notice delivered to each Director at his designated address. Notices shall be given personally, by mail, private carrier, telegraph, teletype, facsimile, electronic communication, email, or other form of wire or wireless communication. A Director waives notice of a regular or special meeting by attending or participating in the meeting unless, at the beginning of the meeting, he objects to the holding of the meeting or the transaction of business at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 3.9 Quorum

A majority of the number of Directors fixed by Section 3.2 of these bylaws or, in the case of vacancies, a majority of the number of current voting Directors, shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice, for a period not to exceed sixty (60) days at any one adjournment.

Section 3.10 Manner of Acting

The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise provided in these bylaws or applicable law.

Section 3.11 Compensation

Directors shall serve without compensation, but may be reimbursed for expenses as approved by a vote of the Board of Directors.

Section 3.12 Presumption of Assent

A Director who is present at a meeting of the Board of Directors or committee of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless: (i) he objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting; (ii) he contemporaneously requests that his dissent be entered in the minutes of the meeting; or (iii) he gives written notice of his dissent to the presiding officer of the meeting before its adjournment or delivers such dissent personally, by mail, private carrier, telegraph, teletype, facsimile, electronic communication, email, or other form of wire or wireless communication to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent as to a specific action taken at a meeting of the Board of Directors or a committee of the Board shall not be available to a Director who voted in favor of such action.

Section 3.13 Committees

The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in the resolution, shall have the authority of the Board of Directors; except that no such committee shall have the authority to: (i) fill vacancies on the Board of Directors or any committee thereof; (ii) amend the bylaws; (iii) approve a plan of merger; or (iv) any other matter prohibited by the Colorado Non Profit Corporation Act or applicable law.

Section 3.14 Advisory Committees

The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may appoint advisory committees to the Board of Directors who, by such appointment, shall not be deemed to be Directors, officers or employees of the Corporation and whose functions shall not include participation in the operating management of the Corporation. Members of the Board of Directors shall serve as liaison with advisory committees. The advisory committees shall meet at such times as the Board of Directors or such committee shall determine. The advisory committee shall consider, advise upon and make recommendations to the Board of Directors and to the chairman of the Board with respect to matters of policy relating to the general conduct of the business of the Corporation and with respect to such questions relating to the conduct of the business of the Corporation as may be assigned to it by the Board of Directors or the executive committee. The members of the advisory committee shall hold office at the pleasure of the Board of Directors. Advisory committees shall have a proper scope and description as developed by the Board or such committee, and as approved by the Board of Directors. The Board may appoint additional committee members or may delegate such task to the committee.

Section 3.15 School Accountability Committee (SAC)

There shall be a School Accountability Committee (SAC) for the school with purpose of monitoring achievement of the vision, mission, and goals of the school, and of the school improvement plan and other matters that may be recommended or required by law from time to time. The responsibility of the SAC shall be to assure academic excellence is defined, the Board approves annual goals to attain academic excellence, and reporting on the school's progress in attaining these goals is communicated in a timely manner. The SAC members shall be appointed by the Board and shall be comprised of individuals that reflect the student population. The SAC must have at least 8 members including, but not limited to: the Executive Director; a teacher; three parents or legal guardians of students enrolled at Excel Academy; one member of the Excel Academy PTO; one person from the community at large, if available; and at least one, but no more than two, Board members.

Section 3.16 Telephonic Meetings

One or more members of the Board of Directors or any committee designated by the Board may participate in a meeting of the Board of Directors or a committee thereof by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.17 Standard of Care

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

The designated persons on whom a Director is entitled to rely are: (i) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented; (ii) counsel, public accountants, or other persons' professional or expert competence; (iii) a committee of the Board or an advisory committee upon which the Director does not serve, duly designated in accordance with Sections 3.13 or 3.14 of the bylaws, as to matters within its designated authority which committee the Director reasonably believes to merit confidence.

No member of the Board of Directors shall permit his position on the Board of Directors to create a conflict between his personal business activities and the actions of the Corporation. A Director shall disclose to the Board any possible conflict between his personal business activities and the actions of the Corporation. A Director with such a conflict shall recuse himself from debate and voting on any action involving the conflict.

Article IV Officers and Agents

Section 4.1 General

The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may appoint such officers, assistant officers, committees and agents, including a Chairman of the Board, Assistant Secretaries and Assistant Treasurers, as they may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board of Directors. Officers shall receive no compensation for carrying out their duties as officers. In all cases where the duties of any officer, agent or employee are not prescribed by the bylaws or by the Board of Directors, such officer, agent or employee shall follow the orders and instructions of the Chairperson.

Section 4.2 Election and Term of Officers

The officers of the Corporation shall be appointed annually by the Board of Directors. Each officer shall hold office until the first of the following occurs: until his successor shall have been duly elected or appointed and shall have qualified; or until his death; or until he shall resign; or until he shall have been removed in the manner hereinafter provided.

Section 4.3 Removal

Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not itself create contract rights. Any Director may resign his office at any time by delivering written notice of his or her resignation to the President or the Secretary of the Corporation. Any resignation shall be effective at the time specified therein or, if not stated in the resignation, the effective date shall be the date on which the resignation is received by the Corporation.

Section 4.4 Vacancies

A vacancy in any office, however occurring, may be filled by the Board of Directors for the unexpired portion of the term in the same manner prescribed in these bylaws for the regular appointment of such office.

Section 4.5 President

Subject to the direction and supervision of the Board of Directors, the President shall be the chief executive officer of the Corporation and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. Unless otherwise directed by the Board of Directors, the President shall attend in person or by substitute appointed by him, or shall execute on behalf of the Corporation written instruments appointing a proxy or proxies to represent the Corporation, at all meetings of the members of any other Corporation in which the Corporation is a member. He may, on behalf of the Corporation, in person or by substitute or by proxy, execute written waivers of notice and consents with respect to any such meetings. At all such meetings and otherwise, the President, in person or by substitute or proxy as aforesaid, may vote for the Corporation and may exercise any and all rights and powers incident to such membership, subject however to the instructions, if any, of the Board of Directors. The President shall have custody of the Treasurer's bond, if any.

Section 4.6 Vice President

The Vice President shall assist the President and shall perform such duties as may be assigned to them by the President or by the Board of Directors. In the absence of the President, the Vice President, shall have the power to perform the duties of the President.

Section 4.7 Secretary

The Secretary shall: (i) keep the minutes of the proceedings of the executive committees, and the Board of Directors; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records; (iv) keep at the Corporation's registered office or principal place of business within or outside Colorado a record containing the names and addresses of all Directors; and (v) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or the Board of Directors. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary. The Directors may, however, respectively, designate a person other than the Secretary or Assistant Secretary to keep the minutes of their respective meetings.

Any books, records, or minutes of the Corporation may be in written form or in any form capable of being converted into written form within a reasonable time.

Section 4.8 Treasurer

The Treasurer shall be the principal financial officer of the Corporation, shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Corporation and shall deposit the same in accordance with instruction of the Board of Directors. He shall receive and give receipts and for money paid in an account of the Corporation, and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Corporation of whatever nature upon maturity. He shall perform all other duties incident to the office of the Treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. He shall, if required by the Board, give the Corporation a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his duties and for the restoration to the Corporation of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation. He shall have such other powers and perform such other duties as may from time to time be prescribed by the Board of Directors or the President. The

assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer.

The Treasurer shall also be the principal accounting officer of the Corporation. He shall prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state, and federal tax returns, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the President and the Board of Directors statements of account showing the financial position of the Corporation and the results of operations.

ARTICLE V

Indemnification of Certain Persons

Section 5.1 Authority for Indemnification

Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the corporation or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of any foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan ("Any Proper Person" or "Proper Person"), shall be indemnified by the corporation against expenses (including attorneys' fees), judgments, penalties, fines, (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by him in connection with such action, suit or proceeding if it is determined by the groups set forth in Section 5.4 of these bylaws that he conducted himself in good faith and that he (i) reasonably believed, in the case of conduct in his official capacity with the corporation, that his conduct was in the corporation's best interest, or (ii) in all other cases (except criminal cases) believed that his conduct was at least not opposed to the corporation's best interests, or (iii) with respect to criminal proceedings had no reasonable cause to believe his conduct was unlawful. A person will be deemed to be acting in his official capacity while acting as a director, officer, employee or agent of this corporation and not when he is acting on this corporation's behalf for some other entity. No indemnification shall be made under this Section 5.1 to a director with respect to any claim, issue or matter in connection with a proceeding by or in the right of a corporation in which the director was adjudged liable to the corporation or in connection with any proceeding charging improper personal benefit to the director, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Further, indemnification under this Section 5.1 in connection with a proceeding brought by or in the right of the corporation shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding. These limitations shall apply to directors only and not to officers, employees, fiduciaries or agents of the corporation.

Section 5.2 Right to Indemnification

The corporation shall indemnify Any Proper Person who has been wholly successful on the merits or otherwise, in defense of any action, suit, or proceeding referred to in Section 5.1 of these bylaws, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the proceeding without the necessity of any action by the corporation other than the determination in good faith that the defense has been wholly successful.

Section 5.3 Effect of Termination of Action

The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 5.1 of these bylaws. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability.

Section 5.4 Groups Authorized to Make Indemnification Determination

In all cases, except where there is a right to indemnification as set forth in Section 5.2 of these bylaws or where indemnification is ordered by a court, any indemnification shall be made by the corporation only as authorized in the specific case upon a determination by a proper group that indemnification of the Proper Person is permissible under the circumstances because he has met the applicable standards of conduct set forth in Section 5.1 of these bylaws. This determination shall be made by the board of directors by a majority vote of a quorum, which quorum shall consist of directors not parties to the proceeding ("Quorum"). If a Quorum cannot be obtained, the determination shall be made by a majority vote of a committee of the board of directors designated by the board, which committee shall consist of two or more directors not parties to the proceeding, except that directors who are parties to the proceeding may participate in the designation of directors for the committee. If a Quorum of the board of directors cannot be obtained or the committee cannot be established, or even if a Quorum can be obtained or the committee can be established but such Quorum or committee so directs, the determination may be made by independent legal counsel selected by a vote of a Quorum of the board of directors or a committee in the manner specified in this Section 5.4 or, if a Quorum of the full board of directors cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board (including directors who are parties to the action).

Section 5.5 Court Ordered Indemnification

Any Proper Person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 5.2 of these bylaws, including indemnification for reasonable expenses incurred to obtain court-ordered indemnification. If the court determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standards of conduct set forth in Section 5.1 of these bylaws or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper, except that if the individual has been adjudged liable, indemnification shall be limited to reasonable expenses incurred.

Section 5.6 Advance of Expenses

Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation to Any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (i) a written affirmation of such Proper Person's good faith belief that he has met the standards of conduct prescribed in Section 5.1 of these bylaws; (ii) a written undertaking, executed personally or on his behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment);

and (iii) a determination is made by the proper group (as described in Section 5.4 of these bylaws), that the facts as then known to the group would not preclude indemnification.

Article VI Provision of Insurance

By action of the board of directors, notwithstanding any interest of the directors in the action, the corporation may purchase and maintain insurance, in such scope and amounts as the board of directors deems appropriate, on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation, or who, while a director, officer, employee, fiduciary or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan, against any liability asserted against, or incurred by, him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of Article V of these bylaws or applicable law.

Article VII Miscellaneous

Section 7.1 Waiver of Notice

All notices which are required or may be given under these bylaws shall be deemed given and to be effective: (i) when sent personally, (ii) when sent by private carrier, upon verification of delivery or refusal by signature or otherwise, (iii) when sent by mail, upon deposit in the United States mail, properly addressed, with postage pre-paid; (iv) when sent by telegraph, teletype, facsimile, electronic communication, email, or other form of wire or wireless communication, upon confirmation of receipt or refusal. Whenever notice is required by law, by the Articles of Incorporation or by these bylaws, a waiver thereof in writing signed by the director or other person entitled to said notice, whether before, at or after the time stated therein, shall be equivalent to such notice.

Section 7.2 Fiscal Year

The fiscal year of the Corporation shall coincide with the fiscal year of the Jefferson County School District.

Section 7.3 Amendments

The Board of Directors shall have the power to make, amend and repeal the bylaws of the Corporation at any regular or special meeting of the Board, upon approval of two-thirds (2/3) of the Directors. The bylaws shall be reviewed by the Board for any useful or necessary amendments on an annual basis at a regular meeting of the Board.

Section 7.4 Gender

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

Section 7.5 Conflicts

In the event of any irreconcilable conflict between these bylaws and either the Corporation's Articles of Incorporation or applicable law, the latter shall control.

Section 7.6 Definitions

Except as otherwise specifically provided in these bylaws, all terms used in these bylaws shall have the same definition as in the Colorado Nonprofit Corporation Act.

THE END

Attachment 3: Pre-Opening Conditions – N/A

Attachment 4: Selected Laws Applicable to Charter Schools

(Colorado Revised Statutes, unless otherwise noted)

Governance, Records, and Charter Schools

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

Safety and Discipline

7. Certificate of occupancy for the school facility: 22-32-124
8. Safe School Plan: 22-32-109.1(2)
9. Grounds for suspension, expulsion, and denial of admission of students: 22-33-106
10. Procedures for suspension, expulsion, and denial of admission of students: 22-33-105
11. Services for expelled students: 22-33-203
12. Child Protection Act of 1987: 19-3-301 *et seq.*
13. Background checks for employees: 22-30.5-110.5 and 110.7

Educational Accountability

14. Educational Accountability: 22-7-101 *et seq.*, 22-11-101 *et seq.* (especially 22-11-210 and 22-11-401 *et seq.*)
15. Accreditation: Accreditation Rules of the State Board of Education: 1 CCR 301-1
16. Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (together ESSA): 20. U.S.C. 6301 *et seq.*, and 34 CFR Part 200, as amended
17. Colorado READ Act: 22-7-1201 *et seq.*
18. Graduation Requirements: Adopted by the State Board pursuant to 22-2-106 (*See CDE website for most up to date guidelines*).
19. Postsecondary and workforce planning, preparation, and readiness assessments: 22-7-1006 *et seq.*

Curriculum, Instruction, and Extra-Curricular Activities

20. Instruction in federal and state history and government: 22-1-104
21. Honor and use of the U.S. Flag: 22-1-106
22. Instruction in the Constitution: 22-1-108, 109
23. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
24. On-line programs: 22-30.7-101 *et seq.*
25. Participation in sports and extra-curricular activities: 22-32-116.5
26. Content standards: 22-7-407
27. Concurrent Enrollment Programs Act: 22-35-101 *et seq.*

Exceptional Students

28. Discipline of students with disabilities: 22-33-106, 20 U.S.C 1415(k), 34 C.F.R. 519-529
29. Exceptional Children's Educational Act: 22-20-101 *et seq.*
30. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. 794
31. Americans with Disabilities Act: 42 U.S.C. 12101
32. Individuals with Disabilities Educational Act: 42 U.S.C. 1401 *et seq.*
33. English Language Proficiency Act: 22-24-101 *et seq.*

Finance

34. School Funding Formula: 22-54-104(3)
35. Funded pupil enrollment: 22-54-103(10)
36. Tuition: 22-20-109(5), 22-32-115(1) and (2), 22-54-109
37. Fees: 22-32-110 (1) (o) and (p), 22-32-117
38. Allocation of funds to a capital reserve fund: 22-54-105(2)(b)
39. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
40. Allocation of funds for instructional supplies and materials: 22-54-105(1)
41. Allocation of funds for at-risk students: 22-54-105
42. Colorado Department of Education Financial Policies and Procedures
43. Excess tuition charges for out-of-District special education students: 22-20-109(5)
44. Participation in PERA : 22-30.5-512 and 22-30.5-111(3)
45. Financial Transparency Act: 22-44-301 *et seq.*



Charter School Automatic Waivers as of 1/1/15

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

Colorado Department of Education: Charter School Waiver Request Addendum

School Name:

Excel Academy

School Address (mailing):

11500 W. 84th Ave. Arvada, CO 80005

Charter School Waiver Contact Name:

Lisa Gjellum

Charter School Waiver Contact's Phone Number:

303-447-2295 ext. 103

Charter School Waiver Contact's Email:

lisa.gjellum@jeffco.k12.co.us

Request for Duration of Waivers:

5 years

Commonly Approved Waivers (100+ times) with Commonly Approved Language

Statute	Title	Rationale & Replacement Policies	
		Common	Customized
Group 1			
C.R.S. §22-9-106	Local Board of Education, Duties, Performance Evaluation System	Please Check Appropriate Box	Yes Link
C.R.S. §22-2-112(1)(a)(i)	Commissioner Duties	Link	Link
Group 2			
C.R.S. §22-32-109(1)(n)(i)	Board of Education-Specific Duties School Calendar	Please Check Appropriate Box	Yes Link
C.R.S. §22-32-109(1)(n)(ii)(B)	Board of Education-Specific Duties Adoption of District Calendar	Link	Link
C.R.S. §22-32-109(1)(n)(ii)(A)	Board of Education-Determin Teacher-Pupil Contact Hours	Link	Link
Group 3			
C.R.S. § 22-63-201	Employment-Certificate required	Please Check Appropriate Box	Yes Link
Group 4			
C.R.S. §22-63-202	Teacher Employment, Compensation and Dismissal Act-Contracts in writing, damage provision	Please Check Appropriate Box	Yes Link
C.R.S. §22-63-203	Teacher Employment, Compensation and Dismissal Act, Probationary Teachers-Renewal and non-renewal of employment contract	Link	Link
C.R.S. § 22-63-206	Teacher Employment, Compensation and Dismissal Act	Link	Link

Commonly Approved Language

Rationale: The charter school leader must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the school leader. The BOD must also have the ability to perform the evaluation for the school leader or designated head of school. Additionally, the charter school should not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I)

Replacement Plan: The charter school uses its own evaluation system as agreed to in the Charter School Agreement with its authorizer and therefore should not be required to report their teacher evaluation data. The charter school's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for the school's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. In addition, the evaluation data is used to inform hiring practices and professional development decisions.

Customized Rational & Replacement Plans

Rationale:

Rationale: The charter school leader must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the school leader. The BOD must also have the ability to perform the evaluation for the school leader or designated head of school. Additionally, the charter school should not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I)

Replacement Plan:

Replacement Plan: The charter school uses its own evaluation system as agreed to in the Charter School Agreement with its authorizer and therefore should not be required to report their teacher evaluation data. The charter school's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for the school's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. In addition, the evaluation data is used to inform hiring practices and professional development decisions.

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

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

Commonly Approved Language

Rationale: The charter school will prescribe the actual details of its own school calendar to best meet the needs of its students. The authorizing board will not set these policies and the charter school will have a calendar that differs from the rest of the schools within the district.

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

Customized Rational & Replacement Plans

Rationale:

Rationale: The charter school will prescribe the actual details of its own school calendar to best meet the needs of its students. The authorizing board will not set these policies and the charter school will have a calendar that differs from the rest of the schools within the district.

Replacement Plan:

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

Commonly Approved Language

Rationale: The charter school leader should be granted the authority to hire teachers and school leaders that will support the schools goals and objectives. The charter school will seek to attract school leaders and teachers from a wide variety of backgrounds, including, but not limited to, teachers from out of state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. However, all employees will comply with the Federal Highly Qualified requirements (i.e.: hold a degree and demonstrated subject-matter competency).

Replacement Plan: The charter school will commit to hiring certified teachers and school leaders, as defined by the federal highly qualified requirements under NCLB. For example, through a thorough screening process the teaching staff will be required to submit the necessary paperwork to establish their highly qualified status.

Customized Rational & Replacement Plans

Rationale:

Rationale: The charter school leader should be granted the authority to hire teachers and school leaders that will support the schools goals and objectives. The charter school will seek to attract school leaders and teachers from a wide variety of backgrounds, including, but not limited to, teachers from out of state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. However, all employees will comply with the Federal Highly Qualified requirements previously under No Child Left Behind NCLB.(i.e.: hold a degree and demonstrated subject-matter competency).

Replacement Plan:

Replacement Plan: The charter school will commit to hiring certified teachers and school leaders, as defined by the federal highly qualified requirements as previously stated under NCLB. For example, through a thorough screening process the teaching staff will be required to submit the necessary paperwork to establish their highly qualified status. Excel Academy will work to meet new standards for teachers for in field and out of field teachers.

C.R.S. §22-63-202 Teacher Employment, Compensation and Dismissal Act-Contracts in writing, damage provision

C.R.S. §22-63-203 Teacher Employment, Compensation and Dismissal Act, Probationary Teachers-Renewal and non-renewal of employment contract

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

Commonly Approved Language

Rationale: The charter school should be granted the authority to develop its own employment offer letters and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. The charter school is granted the authority under the Charter School Agreement to select its own teachers. The authorizer should not have the authority to transfer its teachers into the charter school or transfer teachers from the charter school to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: Offer letters are submitted to staff at the time of their employment. The charter school has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. The school will hire teachers on a best qualified basis. There is no provision for transfers

Customized Rational & Replacement Plans

Rationale:

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Additional Waiver Request # 1

C.R.S. 0

Title 0

Rationale:

State Statue 22-7-1014(2)(a) which requires each district to administer the school readiness assessment to each student.

Rationale: Excel Academy Charter School implements relevant curriculum and assessments that demonstrates students' success in higher learning. The areas of physical well-being, motor development, social-emotional development, language and comprehension development; and cognition and general knowledge are assessed each day by formative and summative assessments, as well as use of our curriculum. Needed support is available through interventions in class and by specialist teachers.

Replacement Plan:

Plan: Excel Academy Charter School has a full day Kindergarten program utilizing the Core Knowledge curriculum in addition to the Common Core/State Standards.

1. Physical well-being and motor development:

- Students participate on a four day rotation in a structured physical education class that meets or exceeds state standards. Students are assessed on motor- development skills acquired throughout the year.
- Students participate on a four day rotation in Art education that meets or exceeds state standards. Development of fine motor skills is achieved through of drawing, painting and making art projects. Students are assessed on fine motor skills acquired throughout the year.
- Students participate on a four day rotation in music education that meets or exceeds state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout the year.
- Students participate in weekly Technology classes learning keyboarding and how to manipulate the various functions of the computer. Students are assessed throughout the year.
- Students participate in weekly Library classes using resources and choosing appropriate books for independent reading. Students are assessed throughout the year.

- Assessment information is gathered by observation protocols based on developmental guidelines and State Standards in the area of physical well-being and motor development.

2. Social-emotional development (based on State Standards)

- Students are instructed in the positive behavior support system designed by the school. This includes classroom, cafeteria, recess and hallway expectations.
- Various classroom positive behavior techniques are implemented. These include character education. This is to strengthen self-regulate behavior and respect others in interactions.

Additional Waiver Request # 2

C.R.S. 0

Title 0

Rationale:

Replacement Plan:

Additional Waiver Request # 3

C.R.S. 0

Title 0

Rationale:

Replacement Plan:

Additional Waiver Request # 4

C.R.S. 0

Title 0

Rationale:

Replacement Plan:

Additional Waiver Request # 5

C.R.S. 0

Title 0

Jeffco Charter Schools

Instructions for Requesting Policy Waivers

Introduction: This spreadsheet is provided to help guide your school through the process of requesting appropriate waivers from district policies as well as to provide an easy and efficient way to review replacement policies when needed. Please complete each page as needed and appropriate for your school. Your waiver request should be included with your Charter Renewal Application. Once this is complete, please include PDF versions in your 2 hard copy applications and provide an electronic version of the spread sheet for use by staff.

Waiver Description: This section of the documents provides the policy number and description for each policy. When appropriate, please enter "Yes" or "No" to indicate if you will or will not be applying for each waiver. The section on the right labeled "Action" provides a short description of what is expected should you apply for the corresponding waiver. When you click on the blue link in the "Designation" column, you will be taken to the section of the spreadsheet where you can enter the required information.

Types of Waivers

No Waiver: These policies relate to state statutes that can not be waived, district policies that are in place to protect the school, staff or students and/or district policies that have not been waived in the passed.

Waiver - Automatic: These are automatically granted as per state statute or rights that will be granted to the school through the charter contract. No replacement policy is required.

Assigned: These are policies which charter school staff, students or families must follow. However, the language in the policy specifically states "district schools, staff, students or property". By "Assigning" the policy to charter schools, they are included in the policy. For example, vandalism is not allowed "on district property." Once assigned, the policy would be understood to say that vandalism is not allowed "on district or charter school property."

Limited Replacement: These are policies that apply to charter schools except the specific section listed under the "Action" column. These require a short replacement policy as listed. For example, the district's technology policy will apply to charter schools since it follows federal or state requirements. However, the district's password protocol will not apply since charter schools use different equipment. Charter schools are required to write a replacement password protocol for their school which will apply instead of the district's protocol as written in the policy. These policies will be reviewed by district staff and must be approved or denied by the BoE. At times the school and the district may need to work together to craft replacement policies that will potentially be agreeable to both parties. Replacement plans do not take effect unless approved by the Jeffco BoE.

Full Replacement Policy: Most often these are educational programming or staffing policies for which charter schools are granted responsibility by state statute or district contract. However, since they are not considered "Automatic" policies, these require that the school state their "Rationale" for requesting a waiver and provide "Replacement" policy that will guide the school in these matters. These policies will be reviewed by district staff and must be approved or denied by the BoE. At times the school and the district may need to work together to craft replacement policies that will potentially be agreeable to both parties. Replacement plans do not take effect unless approved by the Jeffco BoE.

CHARTER POLICY WAIVERS REQUEST

Jefferson County

Excel Academy

Submittal Date:

POLICY NAME	POLICY	DESIGNATION		
			Yes	No
UNLAWFUL DISCRIMINATION/EQUAL OPPORTUNITY	AC	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOBACCO FREE SCHOOLS	ADC	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SCHOOL WELLNESS	ADF	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
INTERNET DMZ	EHA	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMPUTER SECURITY	EHAA	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VIOLENCE IN WORKPLACE	GBEF	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HARRASSMENT OF STUDENTS	JBB	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PREVENTION OF BULLYING	JBC	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ADMISSION OF EXCHANGE & FOREIGN STUDENTS	JFABB	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
STUDENT WITHDRAWAL/DROPOUTS	JFC	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
STUDENT ABSENCES/EXCUSES	JH	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CHARTER POLICY WAIVERS REQUEST

Jefferson County

Excel Academy

Submittal Date:

POLICY NAME	POLICY	DESIGNATION		
			Yes	No
TRUANCY	JHB	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SCHOOL RELATED STUDENT PUBLICATIONS	JICEA	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
STUDENT DISTRIBUTION OF NON-CURRICULAR MATERIALS	JICEC	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
STUDENT INVOLVEMENT RE: DRUGS & ALCOHOL	JICH	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
WEAPONS IN SCHOOL	JICI	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
STUDENT DISCIPLINE	JK	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
GROUND FOR SUSPENSION EXPULSION	JKDA/JKEA	NO WAIVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
BIDDING PROCEDURES	DJE	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMITMENT TO CONSERVATION/ENVIRONMENT	EBABA	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ENERGY CONSERVATION	ECF	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NAMING OF SCHOOL FACILITIES	FF	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
STAFF HEALTH	GBGA	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CHARTER POLICY WAIVERS REQUEST

Jefferson County

Excel Academy

Submittal Date: _____

POLICY NAME	POLICY	DESIGNATION	Yes	No
INSTRUCTIONAL STAFF	GC	WAIVER - AUTOMATIC	X	
PROFESSIONAL STAFF	GCA	WAIVER - AUTOMATIC	X	
INSTR. STAFF SALARY	GCBA	WAIVER - AUTOMATIC	X	
ADMIN AND TECH STAFF	GCBB	WAIVER - AUTOMATIC	X	
PROFESS STAFF LEAVE	GCC	WAIVER - AUTOMATIC	X	
ADMIN STAFF SICK LEAVE	GCCBA	WAIVER - AUTOMATIC	X	
ADMIN/PROFESS STAFF	GCCBB	WAIVER - AUTOMATIC	X	
ADMINISTRATIVE STAFF SABATICALS	GCCBF	WAIVER - AUTOMATIC	X	
ADMINISTRATIVE STAFF LEAVE OF ABSENCE	GCCBG	WAIVER - AUTOMATIC	X	
ADMIN/PROFESS STAFF	GCDB	WAIVER - AUTOMATIC	X	
INSTR. STAFF PART TIME	GCGA	WAIVER - AUTOMATIC	X	
MENTOR TEACHERS/ADMIN	GCHA/GCHB	WAIVER - AUTOMATIC	X	

CHARTER POLICY WAIVERS REQUEST

Jefferson County

Excel Academy

Submittal Date:

POLICY NAME	POLICY	DESIGNATION	Yes	No
ADMIN STAFF ASSIGNMENTS	GCKB	WAIVER - AUTOMATIC	X	
WORKFORCE REDUCTION	GCQB	WAIVER - AUTOMATIC	X	
SUPPLEMENTAL RETIREMENT	GCQEA	WAIVER - AUTOMATIC	X	
DISCIPLINE, SUSPEN &	GCQF	WAIVER - AUTOMATIC	X	
SUPPORT STAFF SICK LEAVE	GDBA	WAIVER - AUTOMATIC	X	
OVERTIME POLICY	GDBC	WAIVER - AUTOMATIC	X	
SUPPORT STAFF	GDBD	WAIVER - AUTOMATIC	X	
SUPPORT STAFF	GDC	WAIVER - AUTOMATIC	X	
SUPPORT STAFF	GDD	WAIVER - AUTOMATIC	X	
SUPPORT STAFF	GDE/GDF	WAIVER - AUTOMATIC	X	
SUPPORT STAFF	GDI	WAIVER - AUTOMATIC	X	
SUPPORT STAFF	GDJ	WAIVER - AUTOMATIC	X	

CHARTER POLICY WAIVERS REQUEST

Jefferson County

Excel Academy

Submittal Date: _____

POLICY NAME	POLICY	DESIGNATION	Yes	No
EVALUATION OF	GDO	WAIVER - AUTOMATIC	X	
RESIGNATION OF STAFF	GDQB	WAIVER - AUTOMATIC	X	
DISCIPL., SUSPENSION &	GDQD	WAIVER - AUTOMATIC	X	
STUDENT PHOTOGRAPHS	JRD	WAIVER - AUTOMATIC	X	
STUDENT FEES AND CHARGES	JQ	WAIVER - AUTOMATIC	X	
CO-OPERATIVE DECISION MAKING	KCB	WAIVER - AUTOMATIC	X	
COMMUNITY INVOLVEMENT CHOOSING MASCOTS/LOGOS	KCBC	WAIVER - AUTOMATIC	X	
PUBLIC CONCERNS/COMPLAINT ABOUT INSTRUCTIONAL RESOURCES	KEC	WAIVER - AUTOMATIC	X	
COMMUNITY USE OF SCHOOL FACILITIES	KF	WAIVER - AUTOMATIC	X	
COMMUNITY USE	KFC	WAIVER - AUTOMATIC	X	
ENHANCEMENT	KHB	WAIVER - AUTOMATIC	X	
SPONSORSHIP PROGRAMS	KHBA	WAIVER - AUTOMATIC	X	

CHARTER POLICY WAIVERS REQUEST

Jefferson County

Excel Academy

Submittal Date:

POLICY NAME	POLICY	DESIGNATION	Yes	No
RELATION WITH PARENT ORGANIZATIONS	KJ	WAIVER - AUTOMATIC	X	
PETTY CASH	DJC	ASSIGNED TO CHARTERS	N/A	
VENDOR RELATIONS	DJG	ASSIGNED TO CHARTERS	N/A	
CASH IN SCHOOL BLDS	DM	ASSIGNED TO CHARTERS	N/A	
ENVIRONMENTAL & SAFETY PROGRAM	EC	ASSIGNED TO CHARTERS	N/A	
VANDALISM	ECAC	ASSIGNED TO CHARTERS	N/A	
OPEN HIRING/EQUAL OPPORTUNITY	GBA	ASSIGNED TO CHARTERS	N/A	
STAFF CONDUCT	GBEB	ASSIGNED TO CHARTERS	N/A	
STAFF DRESS CODE	GBEBA	ASSIGNED TO CHARTERS	N/A	
PERSONNEL RECORDS	GBJ	ASSIGNED TO CHARTERS	N/A	
DISCLOSURE OF INFO TO PROSPECTIVE EMPLOYERS	GBJA	ASSIGNED TO CHARTERS	N/A	
ADMIN/PROFESS STAFF MILITARY LEAVE	GCCBD	ASSIGNED TO CHARTERS	N/A	

CHARTER POLICY WAIVERS REQUEST

Jefferson County

Excel Academy

Submittal Date:

POLICY NAME	POLICY	DESIGNATION	Yes	No
EQUAL EDUCATION OPPORTUNITY	JB	ASSIGNED TO CHARTERS	N/A	
STUDENT DRESS CODE	JICA	ASSIGNED TO CHARTERS	N/A	
STUDENT INTERVIEWS, INTERROGATIONS, SEARCH, ARREST	JIH	ASSIGNED TO CHARTERS	N/A	
STUDENT USE OF INTERNET	JS	ASSIGNED TO CHARTERS	N/A	
PUBLIC CONDUCT ON SCHOOL PROPERTY	KFA	ASSIGNED TO CHARTERS	N/A	
VISITORS TO SCHOOLS	KI	ASSIGNED TO CHARTERS	N/A	
STAFF USE OF INTERNET & ELECTRONIC COMMUNICATIONS	GBEE	LIMITED REPLACEMENT POLICY	Yes	No
STAFF SECURITY & SAFETY	GBGB	LIMITED REPLACEMENT POLICY	Yes	No
STUDENT RECORDS/RELEASE OF INFO. ON STUDENTS	JRA/JRC	LIMITED REPLACEMENT POLICY	Yes	No
STUDENT ORGANIZATIONS	JJA	LIMITED REPLACEMENT POLICY	Yes	No

CHARTER POLICY WAIVERS REQUEST

Jefferson County

Excel Academy

Submittal Date:

POLICY NAME	POLICY	DESIGNATION	Yes	No
STUDENT FUNDRAISING ACTIVITIES	JJE	LIMITED REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
INTERNATIONAL/DOMESTIC OVERNIGHT STUDENT TRAVEL	JJH	LIMITED REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FISCAL MANAGEMENT - FUND BALANCE	DAB	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PURCHASING AUTHORITY	DJ/DJA	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PURCHASING PROCEDURE	DJB	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SCHOOL CLOSINGS	EBCE	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FOOD SERVICE	EF	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NUTRITIONAL FOOD CHOICES	EFEA	FULL REPLACEMENT POLICY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TECHNOLOGY ACQUISITION POLICY	EHBB	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CHARTER POLICY WAIVERS REQUEST

Jefferson County

Excel Academy

Submittal Date:

POLICY NAME	POLICY	DESIGNATION	Yes	No
ADMIN STAFF MATERNITY, CHILD CARE, PARENTAL LEAVE	GCCBC	FULL REPLACEMENT POLICY	Yes	
PROFESSIONAL STAFF HIRING	GCE/GCF	FULL REPLACEMENT POLICY	Yes	
EVALUATION OF INSTRUCTIONAL STAFF	GCOA	FULL REPLACEMENT POLICY	Yes	
EVALUATION OF ADMINISTRATOR AND PROF/TECH STAFF	GCOC	FULL REPLACEMENT POLICY	Yes	
INSTRUCTIONAL GOALS	IA	FULL REPLACEMENT POLICY	Yes	
DISTRICT CALENDAR	IC/ICA	FULL REPLACEMENT POLICY	Yes	
CURRICULUM DEVELOPMENT	IGA	FULL REPLACEMENT POLICY	Yes	
HEALTH EDUCATION	IHAM	FULL REPLACEMENT POLICY	Yes	

CHARTER POLICY WAIVERS REQUEST

Jefferson County

Excel Academy

Submittal Date:

POLICY NAME	POLICY	DESIGNATION	Yes	No
TEACHING ABOUT DRUGS, ALCOHOL AND TOBACCO	IHAMA	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
INSTRUCTIONAL MATERIAL SELECTION AND ADOPTION	IJ	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SUPPLEMENTARY MATERIALS SELECTION AND ADOPTION	IJK	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LIBRARY MATERIALS SELECTION AND ADOPTION	IJL	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TEXTBOOKS AND MATERIALS SELECTION AND ADOPTION	IJM	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EVALUTION OF INSTRUCTIONAL PROGRAM	IL	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TEACHING ABOUT CONTROVERSIAL ISSUES	IMB	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ASSIGNMENT OF NEW STUDENTS TO GRADE LEVELS	JGA	FULL REPLACEMENT POLICY	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CHARTER POLICY WAIVERS REQUEST

Jefferson County

Excel Academy

Submittal Date:

POLICY NAME	POLICY	DESIGNATION	Yes	No
STUDENT CONCERNS, COMPLAINTS AND GRIEVENCES	JII	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
STUDENT SOCIAL EVENTS	JJB	FULL REPLACEMENT POLICY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
STUDENT USE OF PERSONAL DEVICES	JSA	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PUBLIC GIFTS/DONATIONS	KCD	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PUBLIC/PARENT CONCERNS AND COMPLAINTS	KE	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMUNITY ACCESS TO SCHOOL COMMUNICATION FACILITIES	KFD	FULL REPLACEMENT POLICY	<input type="checkbox"/>	<input checked="" type="checkbox"/>

10/24/2017

ACTION

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APPROVED ONCE

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EXEMPT FROM PASSWORD PROTOCOL

EXCLUDE FROM REIMBURSEMENT POLICY

ADD "OR CHARTER SCHOOL" BETWEEN
DISTRICT & PERSONELL / ADD "OR CHARTER
SCHOOL BOARD" AFTER SUPERINTENDENT OF
SCHOOLS (FOR HEARINGS)

AUTHORITY TO ESTABLISH RULES FOR
NON-CURRICULAR STUDENT ORGANIZATIONS

10/24/2017

ACTION

AUTHORITY TO SELECT VENDORS

CHARTER TEACHERS ARE
INCLUDED AS PERMISSABLE CHAPERONES

IF REQUESTED - CHARTER TO PROVIDE
ACCEPTABLE REPLACEMENT POLICY

IF REQUESTED - CHARTER TO PROVIDE
ACCEPTABLE REPLACEMENT POLICY

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ACCEPTABLE REPLACEMENT POLICY

IF REQUESTED - CHARTER TO PROVIDE

10/24/2017

ACTION

ACCEPTABLE REPLACEMENT POLICY

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10/24/2017

ACTION

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10/24/2017

ACTION

ACCEPTABLE REPLACEMENT POLICY

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IF REQUESTED - CHARTER TO PROVIDE
ACCEPTABLE REPLACEMENT POLICY



Charter School Automatic Waivers as of 1/1/15 Cross Walk to Board Policies

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

Section G policy codes & their titles

- GCE/GCF Professional Staff Recruiting/Hiring
- GCBA Instructional Staff Contracts/Compensation/Salary Schedules
- GCBAA Performance Pay for Instructional Staff
- GCBC Professional Staff Supplementary Pay Plans/Overtime
- GCBD Professional Staff Fringe Benefits
- GCFA Hiring of Instructional Staff/Portability of Nonprobationary Status

GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substi
GCQF	Discipline, Suspension and Dismissal of Professional Staff (and Contract Nonrene
GDA	Support Staff Positions
GDBA	Support Staff Salary Schedules
GDBD	Support Staff Fringe Benefits
GDQD	Discipline, Suspension and Dismissal of Support Staff

CASB sample policy DJE, Bidding Procedures

CASB sample policies GCE/GCF, GCBA, GCBA, GCBC, GCB, GCFA, GCG/GCGA, GDA, GDBA & GDBD

CASB sample policy IC/ICA, School Year/School Calendar/Instruction Time

CASB sample policies IG, Curriculum Development and IJ, Instructional Resources & Materials

CASB sample policies GCQF & GDQD

CASB sample policy DKC, Expense Authorization, Reimbursement

CASB sample policies GCB, GDBD

CASB sample policy GBEB

Some boards adopt policies on this issue, most likely coded as KH, Public Gifts to the Schools

CASB sample policies GDA, GDBA, GDBD

CASB sample policy CF, School Building Administration

CASB sample policies JH, Student Absences & Excuses and JHB, Truancy

none

none

CASB sample policy GCBA

CASB sample policy GCBA

CASB sample policy GCBA

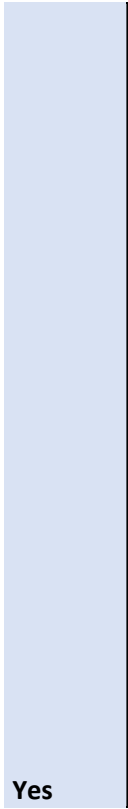
CASB sample policy IC/ICA, School Year/School Calendar/Instruction Time

tute Staff

ewal)

Policy Replace
Yes/No

GBEE Yes



GBGB

Yes



JRA/JRC Yes



JJA

Yes



JJE

Yes



JH

Yes

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Limited Replacement Policy – Policy 4.18 – Staff Computer/Internet Usage

All Excel Academy staff members are provided with a computer and/or computer access and internet access. Excel Academy staff members are expected to follow Jefferson County Public Schools' Limited Replacement Policy. Excel Academy supports the use of the internet and electronic communications by staff to improve teaching and learning through interpersonal communication, access to materials. Excel Academy and/or district computers and computer systems are owned by Excel Academy and/or the district and are intended for educational purposes and to store (at any time and without prior notice) all usage of Excel Academy and/or district computers and computer systems, including all internet and electronic communications. All district computers and computer systems shall remain the property of the school district. Staff members shall use Excel Academy and/or district computers and computer systems for educational purposes only. All material and information accessed/received through Excel Academy and/or district computers and computer systems shall remain the property of Excel Academy and the district. Electronic mail on district-owned equipment, as well as other documents generated through use of Excel Academy's and/or the district's system may be considered a public record. Excel Academy staff shall adhere to district Policy GBEE regarding the following:

- A. Blocking or Filtering Obscene, Pornographic and Harmful Information
- B. No Expectation of Privacy
- C. Unauthorized or Unacceptable Uses
- D. Security
- E. Confidentiality
- F. Personally Identifiable Information
- G. Unauthorized Software
- H. Staff Member Use is a Privilege
- I. Social, Collaborative, Interactive, and Responsive Technologies
- J. Alternative Workspace

Excel Academy staff are exempt from the district's password protocol.

Staff should read the district's policy and make sure they understand the policy. All staff shall agree to and sign the Internet Acceptable Use Policy for Staff in order to access the internet or his/her designee at the beginning of each school year.

Limited Replacement Policy - 4.17 - Staff Personal Security and Safety Maintaining an orderly, safe environment conducive to learning is an expectation of all staff members. In the event of a student assault upon, disorderly conduct toward, harassment of, or any alleged offense under the Colorado Criminal Code directed toward a teacher or school employee by a student, employees will have the Board's full support in their efforts to maintain a safe environment.

There are times when it may become necessary for staff to use reasonable restraint as per District policy to protect a student from harming himself or to protect others from harm.

In all instances involving student assault upon, disorderly conduct toward, harassment of, or any alleged offense under the Colorado Criminal Code directed toward a teacher or school employee by a student, the following procedures may apply:

1. The teacher or school employee may file a complaint with the Executive Director or designee.
2. The Executive Director or designee may, after receipt of such report and proof deemed adequate to the Executive Director, suspend the student for three (3) days. The suspension shall be in accordance with the procedures for the further suspension or expulsion of the student if injury or property damage has occurred.
3. The Executive Director or designee may report the incident to the District attorney or the appropriate local law enforcement agency or officer who may be requested, upon the occurrence of a delinquency proceeding.

Reimbursement for Legal Expenses

The Board is aware that there are occasions when employees may be charged with crimes as a result of the performance of their official duties. The Excel Academy Board shall provide the defense of the crimes charged.

Communication of Disciplinary Information

The Executive Director/school principal or designee shall communicate discipline information concerning any student enrolled in the district to all teachers and counselors. All staff members whose classrooms or problems will be informed of the student's behavior record. Any school employee who is provided this information shall maintain its confidentiality and shall not communicate the information to any other person.

JRA/JRC Limited Replacement – Policy 5.5 - Student Records/Release of Information on Students

Excel Academy is a publicly-funded school, as such information in a student's education record is covered under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g) and is not to be disclosed, except as provided in this policy, to anyone other than the student and the student's parents, except as provided in this policy, to the following parties or under the following conditions (34 CFR § 99.31):

- a) School officials with legitimate educational interest;
- b) Other schools to which a student is transferring;
- c) Specified officials for audit or evaluation purposes;
- d) Appropriate parties in connection with financial aid to a student;
- e) Organizations conducting certain studies for or on behalf of the school;
- f) Accrediting organizations;
- g) To comply with a judicial order or lawfully issued subpoena;
- h) Appropriate officials in cases of health and safety emergencies; and
- i) State and local authorities, within a juvenile justice system, pursuant to specific State law.

As a district charter school, Excel Academy follows district Policy JRA/JRC – Student Records/Release of Information on Students. Below is a summary of the policy:

In accordance with FERPA, the Colorado Open Records Act, and other applicable law, the purpose of this policy is to give parents and eligible students the following rights:

- The right to inspect and review Education Records maintained by Excel Academy and the district
- The right to request that the Excel Academy and the district amend Education Records
- The right to consent in writing to the disclosure of Personally Identifiable Information (as defined below) from Education Records, except under certain permitted situations
- The right to file a complaint with the Department of Education concerning alleged failures by the district to comply with FERPA

The purpose of this policy is also to establish the processes by which parents and eligible students may exercise such rights. Finally, this policy is intended to promote transparency.

Definitions

For purposes of this policy, the following terms will have the following meanings:

Education Records means those records that are directly related to a student and maintained by the district or by a party acting for the district.

Personally Identifiable Information or PII means information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person to identify the student with reasonable certainty. PII includes, but is not limited to, a student's name; the name of the student's parent or other family members; the address of the student or student's parent; social security numbers; and other indirect identifiers, such as the student's date of birth, place of birth, mother's maiden name, and IP addresses. As a general matter, the district will not disclose PII to anyone other than the student and the student's parents, except as provided in this policy.

JJA Limited Replacement – Policy 5.15 – Student Organizations

Membership

Membership in all student organizations shall be open on a voluntary basis only to students currently enrolled in the school at which meetings are to be held. Student organizations shall be denied membership on account of his or her race, color, national origin, disability, sexual orientation, or religion. Sexual orientation is a person's orientation toward the same or opposite sex. Qualifications based on sex may be imposed only where necessary to preserve the health, safety, or welfare of students, or where sex is a bona fide and integral qualification for membership.

Meetings of Student Organizations

All student organizations shall have the right to meet on school premises during non instructional time as designated by the school principal. No student organization shall be prohibited from meeting at the meetings of such organization, except as otherwise provided in this policy.

The principal of each school shall develop guidelines and rules concerning the procedures for scheduling meetings of student organizations and setting the times and facilities to be set aside for this purpose before or after regular classroom hours. These guidelines and rules shall be made available to all students. Student organizations wishing to conduct meetings shall comply with these guidelines and rules.

Limited Replacement Policy: Policy 5.14 - Student Fundraising Activities

Student fundraising activities shall be limited to established and recognized school organizations which can validate a requirement for funds beyond those provided by the

To undertake a fundraising activity, the student organization must present a proposal to the Executive Director/school principal or designee which includes the following:

1. A description of the objectives of the fundraising event
2. A budget which identifies expected revenue and expenses
3. The goods or services to be offered
4. The method of solicitation
5. An estimate of the amount of student time and staff time required

The charter school shall have the authority to select vendors for student fundraising activities. Therefore, all student fundraising proposals shall follow Excel Academy's ve

The Executive Director/school principal or designee will evaluate the proposal and approve or disapprove the request.

Fundraising money will not be returned to individual students nor can it be used to cover other fees for the student.

Fundraising must comply with federal, state and District competitive foods and nutrition policy.

Limited Replacement Policy - Policy 6.13 – International/Domestic Overnight Student Travel

Purposeful, well-organized and properly supervised travel experiences enable students to discover new worlds, stimulate interest in further learning, increase cultural awareness, enhance language skills and solidify an appreciation of the American way of life.

Specific guidelines and administrative procedures shall be developed in order to screen, approve, and evaluate student travel. Such procedures also shall serve to assure the maximum benefit to students as far as possible.

Approval of international travel will be subject to United States Department of State travel warnings. Travel warnings are issued when the state department decides, based on current information, that travel to a particular country is inadvisable. District sponsored travel to Canada and Mexico will be approved unless either country is identified through a travel warning. No Excel Academy or District sponsored international travel shall be approved if a travel warning is in effect. The District has no responsibility and obligation to change the provisions of this policy at any time.

Only trip sponsors (including school administration), students, and charter teachers designated as chaperones may participate in Excel Academy and District-authorized travel. The recommended ratio is very difficult to achieve. Non-district/parent chaperones may be considered a part of this ratio as long as they have attended an informational meeting and received approval. It is Excel Academy's and the district's intent to authorize trips that are primarily for its students. The purpose of this policy is to enable individuals to establish educational experiences.

Employees transporting students in private vehicles must have liability insurance and student participants must show proof of medical insurance. Trip cancellation insurance is recommended.

The request for approval of district overnight student travel to international locations must be given to the Executive Director/principal at least six months before the date of the trip. All international trips shall be approved by the Executive Director/principal and the District superintendent's designee. All approved forms and trip records shall be kept on file at the school. A list of approved travel agencies is available from the District's purchasing department.

The request for approval of district overnight student travel to domestic locations must be given to the Executive Director/principal at least 30 days before the date of the trip. All domestic trips shall be approved by the Executive Director/principal and the District superintendent's designee. All approved forms and trip records shall be kept on file at the school. The 30 day time requirement is waived when a team or student participates in a competition. In this case approval should be sought as soon as the competition date is known.

If request for travel is denied, an appeal process may be initiated. Refer to district exhibit JJH-E-7.

No sponsor, school administrator or charter teacher may receive additional pay either from the District or an outside entity for the time involved in student travel activities. Excel Academy employees and District employees are eligible to receive additional pay from Excel Academy for the time involved in chaperoning school-sponsored student travel activities. Substitute teacher fees shall be paid for the school year. Group fundraising money will not be returned to individual students.

Credit for student travel shall be limited to approved courses, study abroad, and Washington D.C. "Close-Up" trips. Credit shall be based upon accreditation standards and the District's policies.

Nothing contained herein is intended to encourage or prohibit any Excel Academy or District employees from conducting their own personal travel programs or trips, which are not sponsored by the District. The District has no responsibility and obligation to the said Excel Academy or District employees and further that participation of said Excel Academy or District employees in such personal travel programs or trips shall not affect the performance of their duties to Excel Academy or the District. Refer to district exhibit JJH-E-5.

Policy: DAB - Fiscal Management - Fund Balance

Rationale: Excel Academy should have authority to control its own fund balance and adopt fiscal policies for financial management. Replacement Policy: Policy 8.1 (F) F
It is essential for the financial health of Excel Academy that its Board maintain a sufficient amount of fund balance/net assets in all funds. Therefore, the Board shall exercise
fund should be carefully monitored to ensure no undue burden is placed on cash flows. The Board assigns to the Executive Director or designee the responsibility of accumulating
R.S. 22-44-102 (7.3) was revised to define an ongoing deficit as being a negative amount on a modified accrual basis of accounting (GAAP basis) in the unassigned fund balance
and charter schools ensure that there are no ongoing deficits resulting from recording expenditures beyond current revenues and beginning fund balance. In order for the
expenditure made on a GAAP basis and the reserve amount required by Section 20(5) of Article X, known as the TABOR Amendment (TABOR). If the general fund has a positive
each successive year until there is an amount that is adequate to cover salary accruals that meet the required TABOR and Board reserves (See Policy 8.12 – Reserve Requirements
Management Criteria:

1. Maintain a Positive Cash Balance.
2. Maintain Debt Service Reserves and financial requirements per applicable Bond Covenants.
3. Maintain three (3) Percent TABOR Reserves. The Debt Service fund is not required to establish a TABOR reserve.
4. Maintain Operating Reserves. The general fund will, as a goal, maintain its fund balance at fifteen (15) percent to twenty (20) percent of total expenditures based on the amount
reserved or designated for special purposes in total.
5. Maintain Positive Revenue Over Expenditures. The annual budget will include a positive Revenue Over Expenditures that increases fund balance/net assets, unless economic
approved by the Board as required by Colorado revised statute 22-44-105. A spend down proposal does not preclude the criteria listed above.
6. Positive unassigned or unrestricted fund balance. The general fund will have a positive unassigned or unrestricted fund balance.

The year-end required fund balance/net assets could be used only for the following:

1. An unexpected loss of revenue, or
2. An extraordinary expenditure.

If any part of required fund balance/net assets is used in any fiscal year to cover an unexpected loss of revenue or extraordinary expenditure, a repayment plan must be submitted



Policy: DJ/DJA - Purchasing Authority

Rationale: Excel Academy will be responsible for establishing its own purchasing policies. It is important for Excel Academy to have control over its own purchasing process. The purpose of establishing purchasing policies is to:

1. Provide for the fair and equitable treatment of all persons involved in purchasing by Excel Academy;
2. Maximize the purchase value of all Excel Academy funds;
3. Follow the Board's approved budget disbursement and expenditure authorization;
4. standardize the Excel Academy's purchasing policies for orderly and efficient administration; and
5. provide safeguards for maintaining a procurement system of quality and integrity.

This policy shall apply to the procurement of all goods and services required or used by Excel Academy, irrespective of the source of funds except for goods and services from other organizations, goods and services purchased in compliance with provisions of grants, gifts, bequests or cooperative agreements, and ongoing principal and interest payments. All procurement shall be conducted in accordance with any mandatory applicable federal or state laws or regulations. Approval for a procurement also represents approval for the payments of such procurement.

Except as may be otherwise provided by law, it shall be a violation of Board policy for any employee to order a procurement contrary to the provisions of Board policies and any contract so made shall be void and wholly without effect and shall not be binding upon Excel Academy in any manner.

The Board's authority for the purchase of materials, equipment, supplies, services and capital construction is extended to the Executive Director and his/her designee. The Executive Director shall exercise the following powers and duties through delegation from the Executive Director. Any powers and duties not so delegated remain with the Executive Director or his/her designee.

The Business Manager shall:

1. serve as the chief procurement officer for Excel Academy;
2. establish procedures governing Excel Academy's purchasing and contracting functions;
3. establish procedures for disposal of surplus personal property;
4. procure or supervise the procurement of materials, equipment, supplies, and services needed by the Excel Academy;
5. establish and maintain programs for the inspection, testing, and acceptance of materials, equipment, supplies, and services;
6. ensure compliance with Board's policies and the procedures governing the Excel Academy's purchasing functions by reviewing and monitoring procurements conducted;
7. delegate authority to designees as required to assist in the performance of his/her duties.

Ownership of all materials, supplies and equipment purchased with Excel Academy funds or other funds granted directly to Excel Academy shall remain with Excel Academy.

Review and Approval of Vendors/Suppliers:

A. Prior to ordering goods or contracting for services from a vendor/supplier, the Business Manager will verify that the vendor/supplier has been approved as a supplier in the District's financial system. If a vendor/supplier is considered a "related party" to Excel Academy or to any of its Board members or staff members and if the relationship/transaction creates a conflict of interest, the Business Manager will follow the District's procedures for entering a new supplier in the District's financial system and providing the appropriate documentation to the District's Risk Management department.

B. If the vendor/supplier is a 1099 vendor, then the Business Manager will follow the District's procedures and complete the 1099 vendor checklist for obtaining the required insurance, a compensation waiver, and certificates of insurance for general and automobile liability. 1099 vendors cannot be paid with a District Purchasing Card or with Petty Cash funds.

C. Prior to contracting for services from a vendor/supplier, the Business Manager will obtain current certificates of insurance evidencing property and general liability, automobile liability, and workers' compensation coverage. If the vendor is a 1099 vendor, a waiver of worker's compensation coverage. Any variances from these requirements must be approved by the District's Risk Management department.

D. If the purchase cost of the goods or services will exceed \$5,000 as a single individual cost or will exceed \$20,000 as a total transaction cost, the Business Manager will coordinate with the District's Risk Management department for approval.



Policy: DJB - Purchasing Procedures

Rationale: Excel Academy will be responsible for establishing its own purchasing procedures, including competitive bidding. Replacement Policies: Policy 8.7 – Purchasing

Policy 8.7 – Purchasing Procedure

Expenditures from the Excel Academy general fund must be approved or authorized as part of the budget process in accordance with Board Policy 8.1. Expenditures for large purchases and service contracts, require prior budget authorization and the following signatures (which may be electronic or hard copy) to be effective as expenditures are approved.

1. Up to \$20,000: Executive Director or his/her designee.
2. Greater than \$20,000 but less than \$50,000: Executive Director and one of the Board officers.
3. Equal to or greater than \$50,000, Executive Director and two of the Board officers.

The Business Manager shall serve as chief procurement officer for Excel Academy and shall establish procedures governing the purchase of materials, supplies, equipment, and services, accomplished through the Business Office and documented on forms (such as contracts and purchase order requisitions) with terms and conditions developed and approved by the Board.

A. To ensure proper internal control procedures over the purchasing function, the principle of segregation of duties should be implemented, as follows:

- 1) A purchase order requisition to purchase any good or service shall be completed, with supporting detail information, and submitted for approval by the Executive Director.
- 2) The approved purchase order requisition is forwarded to the Business Manager for ordering. If the total cost of the goods or services to be purchased exceeds \$5,000, the requisition must be approved by the Board.
- 3) If the purchase is for a good or service not provided by a 1099 vendor or is not for computer equipment, and the purchase does not exceed \$3,500, then the Business Manager will complete the purchase order.
- 4) If the purchase is for a good or service provided by a 1099 vendor or is for computer equipment or the purchase exceeds \$3,500, then the Business Manager will complete the purchase order.
- 5) When the goods are received or the services rendered, a staff member, other than the Business Manager, will review the packing slip, confirm completeness of items ordered, and enter the items into the inventory system and affixed with a barcode or stamped, accordingly.
- 6) Once the invoice is received, the Business Manager will request payment of the invoice by submitting a voucher in the District's financial system and obtaining appropriate approval.
- 7) Once payment has been approved, see Policy 8.11, a check will be mailed to the vendor. A copy of the check, evidencing payment of the invoice, will be stapled to the invoice.

Policy 8.8 – Large Purchase Policy

A. Policy Overview. The policy establishes the process for purchases of goods or contracted services by Excel Academy staff with a single individual cost in excess of \$5,000 or a total cost in excess of \$20,000.

B. Policy Violation. Large purchases not made in adherence with this policy shall be considered unauthorized purchases and the individual who made the purchase may be held responsible. The purchase may be processed from either a purchase requisition or a voucher with a letter or memorandum to the Board explaining the circumstances of the purchase. It is the responsibility of the Business Manager to ensure that all purchases are made in accordance with this policy.

C. Policy Definitions. Purchases of goods or services with a single individual cost in excess of \$5,000 or a total cost in excess of \$20,000 shall not be split or divided in such a way as to avoid this policy.

D. Policy Process. The following steps shall be followed for purchases of goods or services that will exceed \$5,000 as a single individual cost or \$20,000 as a total transaction cost.

- 1) Step 1: Emergency Verification – If the purchase is related to an emergency situation which may adversely affect the health, welfare or safety of students, employees or cause significant harm to Excel Academy. In the case of an emergency requiring the immediate purchase of goods or services, the Executive Director, or designee, managing the amount of the expenditure. Follow up shall be completed by Excel Academy after the emergency has been contained, according to the Follow-Up procedures listed in Section 8.11.
- 2) Step 2: Exception Check – Check the Large Purchase Exception List to determine if item or service to be purchased is listed. If not, go to Step 3. If yes, Excel Academy staff may proceed with the purchase.
- 3) Step 3: Specific Vendor/Product – When there is a request to purchase a specific product or to use a specific vendor, the following information is required to justify the purchase:
 - a) Identify the unique features and performance capabilities
 - b) If there are other products and/or services available, explain why they are not acceptable



Policy: EBCE - School Closings

Rational: The charter school principal or designee is empowered to close schools or implement an early dismissal in the event of hazardous weather or other emergencies which threaten the safety or health of students or staff members. Replacement Policy: Policy 6.6 - Snow Days and Emergency Closings

The Executive Director or his/her designee is empowered to close the school or implement an early dismissal in the event of hazardous weather or other emergencies which threaten the safety or health of students or staff members. At the beginning of each school year, parents, students and staff members shall be informed of how notifications will be given in the event of emergency closings or early dismissal.

A. Generally, Excel Academy will follow the District snow day schedule. However, Excel Academy has the prerogative to call a snow day when necessary even if the District has not. Parents will be notified through all major radio or TV stations, the school telephone system and/or the school email system when a snow day is called independent of the District.

B. Due to the preponderance of carpooling and the lack of public transportation at Excel Academy, a parent shall have the option, in his or her discretion, to bring children late due to weather conditions. Parents may also choose to pick up their children early in case of inclement weather.

C. The designated school administrator is also authorized to announce the closing of school for any other reason as deemed necessary.

Policy: EF - Food Service

Rational: Under the CDE-OSN guidelines, charter schools may select to become their own SFA to operate federal meal programs. Under this provision, charter schools may qualify for federal reimbursement for qualifying meals. The charter school may also select Jeffco as the School Food Authority (SFA) and operate under their application. Senate bill 09-230 gives charter schools the option to operate under their application.

Policy: 8.15 – Food Service/Nutritional Food Choices

Under the CDE-OSN guidelines, charter schools may select to become their own School Food Authority (SFA) to operate federal meal programs. Under this provision, charter schools may qualify for federal reimbursement for qualifying meals. The charter school may also select Jeffco as the School Food Authority (SFA) and operate under their application.

Food Services Program

Excel Academy's food services program shall be operated under the general supervision of the Executive Director's designee. Excel Academy has contracted with Jeffco FNS for food services. Food is prepared at the Jeffco central kitchen and delivered to the school in prepackaged servings. Excel Academy has an annual contract with Jeffco FNS and will give the required 90-day notice if it wishes to terminate the contract.

As a participant in the National School Lunch Program and the School Breakfast Program, Excel Academy or the district is entitled to receive reimbursement and commodity payments from the federal government.

Excel Academy or the district shall manage the Food Services Fund as an enterprise fund and shall operate the fund on a self-supporting basis.

Excel Academy or the district shall provide free and reduced price meals to qualified students under the guidelines provided by the Office of School Nutrition of the Colorado Department of Education.

A la carte service may be available for students and staff members. If available, a la carte selections shall meet nutritional guidelines established by USDA for foods available for sale in schools.

Excel Academy or the district shall comply with the rules and regulations established by the Colorado State Board of Education and the United States Department of Agriculture.

Competitive food service shall not operate for one-half hour before and until one-half hour after the regularly scheduled lunch and/or breakfast programs. Competitive food service is defined as any food service program that is not reimbursed by the federal government and includes fundraising activities by the students, PTA, or booster clubs.

Nutritional Food Choices

At every possible eating occasion, students will have opportunities to practice what they are taught in nutrition education and choose nutritious snacks that are low in fat, low in sodium, and high in fiber.



Policy: EFEA - Nutritional Food Choices

Enter Rational & Replacement Policy here if a wiaver is being requested.

Policy: EHBB - Technology Acquisition Policy

Rationale: Excel Academy will be responsible for purchasing its own technology and will adhere to applicable state and federal laws regarding technology systems. Replacement Policy: Policy 8.14 – Technology Acquisitions

This policy specifies controls for acquiring the resources required to adequately protect the Excel Academy's information system. The Board assigns the responsibility for adhering to this policy to the Executive Director and his/her designee. The Executive Director delegates the following responsibilities to the Technology Coordinator:

A. Acquisitions

1. The Excel Academy shall include the following requirements and/or specifications, explicitly or by reference, in information system acquisition contracts based on an assessment of risk and in accordance with applicable federal laws, directives, policies, regulations, and standards:
 - a) Security-functional requirements/specifications.
 - b) Security-related documentation requirements.
 - c) Developmental and evaluation-related assurance requirements
2. The Excel Academy shall require in acquisition documents that vendors/contractors provide information describing the design and implementation details of the security controls to be employed within the information system, information system components, or information system services (including functional interfaces among control components) in sufficient detail to permit analysis and testing of the controls.
3. The Excel Academy shall require software vendors/manufacturers to demonstrate that their software development processes employ state-of-the-practice software and security engineering methods, quality control processes, and validation techniques to minimize flawed or malformed software.
4. The Excel Academy shall require in acquisition documents, that information system components are delivered in a secure, documented configuration, and that the secure configuration is the default configuration for any software reinstalls or upgrades.

B. Control System Documentation

1. Excel Academy shall:
 - a) Obtain, protect as required, and make available to authorized personnel administrator documentation for the information system that describes:
 - i. Secure configuration, installation, and operation of the information system.
 - ii. Effective use and maintenance of security features/functions.
 - iii. Known vulnerabilities regarding configuration and use of administrative (i.e., privileged) functions.
 - b) Obtain, protect as required, and make available to authorized personnel, user documentation for the information system that describes:
 - i. User-accessible security features/functions and how to effectively use those security features/functions.
 - ii. Methods for user interaction with the information system, which enables individuals to use the system in a more secure manner.
 - iii. User responsibilities in maintaining the security of the information and information system

Policy: GCCBC - Admin Staff Maternity, Child Care, Parental Leave

Rationale: Excel Academy will be responsible for its own personnel matters, including its family and medical leave policy. Excel Academy will adhere to federal and state law. Any employee, who has been employed by Excel Academy for at least twelve (12) months and has worked for at least 1,250 hours during the twelve (12) months preceding workweeks of unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions.

A. Definition of FMLA:

Upon written request, an eligible employee is entitled to:

1. Twelve (12) workweeks of leave in a 12-month period for:

- a. the birth of a child and to care for the newborn child within one year of birth;
- b. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- c. to care for the employee's spouse, child, or parent who has a serious health condition;
- d. a serious health condition that makes the employee unable to perform the essential functions of their position;
- e. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" OR

2. Twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the spouse, son, daughter, or parent of the service member.

B. Process to Obtain Leave

The employee must notify the Executive Director, in writing, of their desire to take such leave. When the need for leave is foreseeable, a 30-calendar day notice will be required as soon as possible and practicable under the circumstances.

The employee must make a decision to take a leave for a predetermined period of time provided such leave does not exceed twelve workweeks. The employee must request written notice must be provided to the office of the Executive Director including the expected date of return.

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time for medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or placement of a child, all leave, identified above, will be without pay, except for the option provided to employees taking maternity leave for the birth or adoption of a child or children. Before taking leave, the employee must commit to actively participate in planning and performing other requirements during the leave, as set forth by the Executive Director. Under this option, the employee may request Excel Academy to hire a long-term substitute.

An employee may use their accrued personal leave to cover some, or all, of the FMLA leave period, if the employee desires to do so. Subject to approval by the Executive Director, up to six workweeks of military caregiver leave.

An employee will be entitled to remain an active participant in all school fringe benefit programs or flex pay programs, at school cost, while on approved FMLA leave up to twelve (12) workweeks or up to twenty-six (26) workweeks for military caregiver leave, will be considered a member of the staff of the lab from which he/she was employed.

An employee requesting leave in excess of twelve (12) workweeks, or twenty-six (26) workweeks of military caregiver leave, (not to exceed one year) will be returned to the same pay upon returning to work as he/she was receiving at the time of the FMLA leave. All leave approved beyond the FMLA leave period, not to exceed one year, is unpaid and the employee is contributing to the full cost of the program(s) during the approved leave period.

No leave referred to in this provision will be considered an interruption of service. However, leave in excess of twelve (12) workweeks or twenty-six (26) workweeks for military caregiver leave will be considered an interruption of service.

C. Modifications to Leave

An employee who requests to amend (curtail or extend) his or her initial leave will submit his or her request in writing to the office of the Director at least 30 calendar days before the requested change.

D. Curtailment of Leave

An employee on leave of less than one year may notify the office of the Director, in writing, of the desire to return to work prior to the end of the leave. In any event, the employee must notify the office of the Director at least 30 calendar days before the requested change.

E. Extension of Leave

An employee who extends his or her leave beyond one year is not guaranteed a position within the school. The employee, when applicable, will be considered a one-time applicant for the position. The employee must submit a written request, in writing, of his or her desire to be a member of the applicant pool. In the event the employee is not successful in reentering a position through the above process, Excel Academy will not be responsible for the employee's continued unemployment.



Policy: GCE-GCF - Professional Staff Hiring

Rationale: Excel Academy will be responsible for its own personnel matters, including employment of staff and establishing its own terms and conditions of employment, hiring policies, rules and regulations, in accordance with state and federal laws. Replacement Policies: Policy 4.1 - Staffing Philosophy

A. The school will endeavor to employ a dynamic, effective, well-qualified, and efficient staff to carry out a constantly improving educational program.

B. The Executive Director's specific personnel service goals are as follows:

- 1) Recruit, select, employ, and retain the best qualified personnel available to staff the school;
- 2) Provide equal employment opportunities for all candidates for positions in accordance with the Board's non-discrimination policy (Policy 1.3);
- 3) Develop high quality human relationships conducive to high levels of staff performance and satisfaction;
- 4) Deploy available staff in such a way as to use them as effectively as possible to achieve the school's stated goals and objectives;
- 5) Develop and manage staff compensation, leave, and benefit programs in ways that attract and retain qualified employees;
- 6) Manage the development and updating of job descriptions by appropriate administrators;
- 7) Oversee an employee evaluation program that contributes to the improvement of staff performance and professional development; and
- 8) Effectively administer contracts and personnel policies with the aim of safeguarding good relations between the Board and its staff.

Adopted: June 25, 2003

Policy 4.2 - Equal Opportunity Employment

Excel Academy is committed to equal employment opportunity for all qualified persons, without regard to race, color, religion, ancestry, national origin, sex, sexual orientation, marital status, membership or non-membership in any organization, physical handicap, medical condition, or age, to the extent required by law. This applies to all employment practices, including hiring, promotions, training, disciplinary action, termination, and benefits.

Adopted: April 9, 2003

Policy: GCOA - Evaluation of Instructional Staff

STATUTE: 22-9-106, C.R.S. Local board duties concerning performance evaluations

Rationale: It is important that the Executive Director of Excel Academy be able to execute performance evaluations for the staff at Excel Academy, even if the Executive Director does not have a principal or administrator license. Duration of Waivers: Excel Academy requests that the waiver last for the duration of its contract with the Jefferson County School Board and School District. The waiver is requested for five years, lasting from December 1, 2017 until December 30, 2022.

Financial Impact: Excel Academy anticipates that the requested waiver will have no financial impact on Jefferson County School District or Excel Academy's budget.

How the Impact of the Waivers will be Evaluated: Recruiting and retaining top teachers and staff members is critical to the operation of Excel Academy and student achievement, so the impact of the waivers will be evaluated using the same measures of criteria as set forth in the Charter School Contract.

Expected Outcome: This waiver will ensure that Excel Academy is able to implement its academic program by being able to evaluate teachers according to our Performance Evaluation Plan and ensuring that quality teachers and staff are retained. This plan will ensure consistency and accountability among all staff members, which should lead to greater student achievement.

PERFORMANCE EVALUATIONS
The Executive Director will be responsible for reviewing the classroom performance of all classroom teachers. The Executive Director is continuously evaluating job performance. Teachers will receive a formal, or informal, performance evaluation. Either an informal, or formal, performance evaluation will be conducted annually. The purpose of the performance evaluation is to:

- Serve as the basis for improvement of instruction
- Enhance the implementation of programs or curriculum
- Serve as a measurement of the professional growth and development of personnel
- Serve as the measurement of satisfactory performance for individual personnel
- Serve as documentation for an unsatisfactory performance

During formal performance evaluations, the Executive Director will consider the following things, among others:

- * Attendance, initiative and effort
- * Attitude and willingness
- * The quality and quantity of your work
- * The conditions under which you work

The primary reason for performance evaluations is to identify your strengths, identify areas that need focus in order to reinforce your good habits, and to develop ways to improve in your less competent areas. Evaluations also serve to make you aware of how your job performance compares to the goals and description of your job, and how to document that.

Written performance evaluations may include commendation for good work, as well as specific recommendations for improvement. Teachers may also submit written comments and thoughts as a part of the evaluation process.

You will have the opportunity to discuss your performance evaluation with the Executive Director. This is a good time to ask questions and clarify important points.

Policy: GCOC - Evaluation of Administrator and Prof/Technical Staff

STATUTE: 22-32-126, C.R.S. Employment and authority of principals

Rationale: Excel Academy will be responsible for its own personnel matters, including employment of the Executive Director and establishing its own terms and conditions of employment, policies, rules, and regulations. Excel Academy requests that the requested waivers are granted and the duties be transferred from Jefferson County School District to the Board of Directors of Excel Academy. Excel Academy will employ the Executive Director in accordance with the Charter School Agreement and will also follow the policies and procedures set forth by the school. The Executive Director shall assume the administrative responsibility and instructional leadership, under the supervision of the Board of Directors and in accordance with the rules and regulations of Jefferson County School District, for the planning, management, operation, and evaluation of the educational program of Excel Academy. The Executive Director will be employed on an at-will basis.

Replacement Plan: Excel Academy and its Board of Directors will be responsible for employment of the Executive Director rather than Jefferson County School District and will ensure that it is in accordance with the Charter School Agreement and will also follow the policies and procedures set forth by the school.

Financial Impact: Excel Academy anticipates that the requested waiver will have no financial impact on Jefferson County School District or Excel Academy's budget. The cost for employing the Executive Director is included in Excel Academy's yearly budget.

How the Impact of the Waivers will be Evaluated: The performance of the Executive Director will be measured each year by the Excel Academy Board of Directors.

Expected Outcome: As a result of this waiver, Excel Academy will employ its own Executive Director and will ensure the best leadership for the school.

Policy: IA - Instructional Goals

Rationale: The Jefferson County School District and Board has granted to the Board of Directors of Excel Academy the authority to determine the educational program and textbooks to be used by Excel Academy. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement.

Replacement Plan: A detailed description of the educational program and curriculum of Excel Academy is detailed in the charter application submitted to the district.

Financial Impact: Excel Academy anticipates that the requested waiver will have no financial impact on Jefferson County School District or Excel Academy's budget.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to Excel Academy, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, Excel Academy will be able to implement its programs and curriculum and ensure that students meet the educational standards of the school.

Policy: IC-ICA - District Calendar

STATUTE: 22-32-109(1)(n)(II)(B), C.R.S. Adopt district calendar

Rationale: Excel Academy shall create its own school calendar each year that will meet or exceed statutory requirements for number of contact hours. The calendar will be given to all stakeholders in the school (parents and staff) and will include all in-service days during the year.

Replacement Plan: Excel Academy will create a school calendar each year that meets or exceeds the minimum number of contact hours required by Colorado statute. The calendar will be given to all stakeholders in the school (parents and staff) and will include all in-service days during the year.

Financial Impact: Excel Academy anticipates that the requested waiver will have no financial impact on Jefferson County School District or Excel Academy's budget.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to Excel Academy, as set forth in the Charter School Agreement.

Expected Outcome: Excel Academy will implement a yearly school calendar that meets or exceeds the minimum number of contact hours required by Colorado statute. The calendar will be given to all stakeholders in the school (parents and staff) and will include all in-service days during the year.

Policy: IGA - Curriculum Development

STATUTE: 22-32-109(1)(t), C.R.S. Determine educational program and prescribe textbooks

Rationale: The Jefferson County School District and Board has granted to the Board of Directors of Excel Academy the authority to determine the educational program and textbooks to be used by Excel Academy. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement.

Replacement Plan: A detailed description of the educational program and curriculum of Excel Academy is detailed in the charter application submitted to the district.

Financial Impact: Excel Academy anticipates that the requested waiver will have no financial impact on Jefferson County School District or Excel Academy's budget.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to Excel Academy, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, Excel Academy will be able to implement its programs and curriculum and ensure that students meet the educational standards of the school.

Policy: IHAM - Health Education

Rationale: The Jefferson County School District and Board has granted to the Board of Directors of Excel Academy the authority to determine the educational program and textbooks to be used by Excel Academy. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement.

Replacement: Board Policy 6.3: Teaching Controversial Issues

- A. Excel Academy adheres to the Core Knowledge Sequence principle that a well-educated person should have a broad range of knowledge, including knowledge about matters with which they might disagree. Therefore, Excel Academy faculty will teach curriculum in accordance with State and District standards and the Core Knowledge Sequence.
- B. Excel Academy recognizes that controversy from differences of opinion of issues is inherent in a pluralistic society. Controversial issues include matters characterized by significant differences of opinion usually generated from differing underlying values, beliefs, and interests, which produce significant social tension and which are not necessarily resolvable by reference to accepted facts.
- C. Excel Academy understands that an important function of education is to provide students with an understanding of how controversial issues are dealt with in a democracy. This includes the opportunity to learn about the issues, problems, and concerns of contemporary society, to form opinions, and to participate in discussion of these issues and expression of opinion in the classroom.
- D. Teachers may use the study and discussion of controversial issues as appropriate to the attainment of course objectives directly related to content standards.
- E. Excel Academy respects the students' and parents' rights to hold diverse views and encourage them to discuss these issues further at home. Parents are encouraged to speak with administration if they have concerns about controversial topics. With administrative approval parents are allowed to observe classrooms when topics of concern are taught, keeping in mind that disruptions to the teaching process will not be tolerated.

Policy: IHAMA - Teaching about Drugs, Alcohol and Tobacco

Rationale: The Jefferson County School District and Board has granted to the Board of Directors of Excel Academy the authority to determine the educational program and textbooks to be used by Excel Academy. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement. Board Policy 6.3: Teaching Controversial Issues

- A. Excel Academy adheres to the Core Knowledge Sequence principle that a well-educated person should have a broad range of knowledge, including knowledge about matters with which they might disagree. Therefore, Excel Academy faculty will teach curriculum in accordance with State and District standards and the Core Knowledge Sequence.
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- D. Teachers may use the study and discussion of controversial issues as appropriate to the attainment of course objectives directly related to content standards.
- E. Excel Academy respects the students' and parents' rights to hold diverse views and encourage them to discuss these issues further at home. Parents are encouraged to speak with administration if they have concerns about controversial topics. With administrative approval parents are allowed to observe classrooms when topics of concern are taught, keeping in mind that disruptions to the teaching process will not be tolerated.

Policy: IJ - Instructional Material Selection and Adoption

Rationale: The Jefferson County School District and Board has granted to the Board of Directors of Excel Academy the authority to determine the educational program and textbooks to be used by Excel Academy. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement.

Replacement Plan: A detailed description of the educational program and curriculum of Excel Academy is detailed in the charter application submitted to the district.

Financial Impact: Excel Academy anticipates that the requested waiver will have no financial impact on Jefferson County School District or Excel Academy's budget.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to Excel Academy, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, Excel Academy will be able to implement its programs and curriculum and ensure that students meet the educational standards of the school.
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Policy: IJK - Supplementary Materials Selection and Adoption

Rationale: The Jefferson County School District and Board has granted to the Board of Directors of Excel Academy the authority to determine the educational program and textbooks to be used by Excel Academy. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement.

Replacement Plan: A detailed description of the educational program and curriculum of Excel Academy is detailed in the charter application submitted to the district.

Financial Impact: Excel Academy anticipates that the requested waiver will have no financial impact on Jefferson County School District or Excel Academy's budget.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to Excel Academy, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, Excel Academy will be able to implement its programs and curriculum and ensure that students meet the educational standards of the school.

Policy: IJL - Library Materials Selection and Adoption

Rationale: The Jefferson County School District and Board has granted to the Board of Directors of Excel Academy the authority to determine the educational program and textbooks to be used by Excel Academy. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement.

Replacement Plan: A detailed description of the educational program and curriculum of Excel Academy is detailed in the charter application submitted to the district.

Financial Impact: Excel Academy anticipates that the requested waiver will have no financial impact on Jefferson County School District or Excel Academy's budget.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to Excel Academy, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, Excel Academy will be able to implement its programs and curriculum and ensure that students meet the educational standards of the school.

Policy: IJM - Textbooks and Materials Selection and Adoption

Rationale: The Jefferson County School District and Board has granted to the Board of Directors of Excel Academy the authority to determine the educational program and textbooks to be used by Excel Academy. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement.

Replacement Plan: A detailed description of the educational program and curriculum of Excel Academy is detailed in the charter application submitted to the district.

Financial Impact: Excel Academy anticipates that the requested waiver will have no financial impact on Jefferson County School District or Excel Academy's budget.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to Excel Academy, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, Excel Academy will be able to implement its programs and curriculum and ensure that students meet the educational standards of the school.

Policy: IL - Evaluation of Instructional Program

Rationale: The Jefferson County School District and Board has granted to the Board of Directors of Excel Academy the authority to determine the educational program and textbooks to be used by Excel Academy. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement.

Replacement Plan: A detailed description of the educational program and curriculum of Excel Academy is detailed in the charter application submitted to the district.

Financial Impact: Excel Academy anticipates that the requested waiver will have no financial impact on Jefferson County School District or Excel Academy's budget.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to Excel Academy, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, Excel Academy will be able to implement its programs and curriculum and ensure that students meet the educational standards of the school.

Policy: IMB - Teaching about Controversial Topics

Rationale: The Jefferson County School District and Board has granted to the Board of Directors of Excel Academy the authority to determine the educational program and textbooks to be used by Excel Academy. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement.

Replacement Plan: A detailed description of the educational program and curriculum of Excel Academy is detailed in the charter application submitted to the district.

Financial Impact: Excel Academy anticipates that the requested waiver will have no financial impact on Jefferson County School District or Excel Academy's budget.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to Excel Academy, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, Excel Academy will be able to implement its programs and curriculum and ensure that students meet the educational standards of the school. At least two weeks prior to teaching a unit that contains content that could be considered controversial teachers need to send home a letter to parents explaining what will be taught and the rationale behind it.

The teaching of controversial issues at Excel Academy shall follow Jefferson County School District Policy IMB and IMB-R.

Board Policy 6.3: Teaching Controversial Issues

A. Excel Academy adheres to the Core Knowledge Sequence principle that a well-educated person should have a broad range of knowledge, including knowledge about matters with which they might disagree. Therefore, Excel Academy faculty will teach curriculum in accordance with State and District standards and the Core Knowledge Sequence.

B. Excel Academy recognizes that controversy from differences of opinion of issues is inherent in a pluralistic society. Controversial issues include matters characterized by significant differences of opinion usually generated from differing underlying values, beliefs, and interests, which produce significant social tension and which are not necessarily resolvable by reference to accepted facts.

C. Excel Academy understands that an important function of education is to provide students with an understanding of how controversial issues are dealt with in a democracy. This includes the opportunity to learn about the issues, problems, and concerns of contemporary society, to form opinions, and to participate in discussion of these issues and expression of opinion in the classroom.

D. Teachers may use the study and discussion of controversial issues as appropriate to the attainment of course objectives directly related to content standards.

E. Excel Academy respects the students' and parents' rights to hold diverse views and encourage them to discuss these issues further at home. Parents are encouraged to speak with administration if they have concerns about controversial topics. With administrative approval parents are allowed to observe classrooms when topics of concern are taught, keeping in mind that disruptions to the teaching process will not be tolerated.

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Policy: JGA - Assignment of New Students to Grade Level

Enter Rational & Replacement Policy here if a wiaver is being requested.

Policy: JII - Student Concerns, Complaints and Grievences

Policy 10.2 - Parent/Student Grievance Process

Rational: Excel Academy believes that parent and student concerns, complaints, or grievances should be addressed in a timely manner. To that end the Board has adopted the following process to address concerns, complaints or grievances of parents and/or students about staff members or about other parents and/or students. Retaliation or retribution is prohibited for grievances made in good faith. (This policy is not intended to supersede the following policies but rather to provide a process for other types of grievances: Policy 4.4 Sexual Harassment and Policy 5.10 Sexual Harassment of or by Students.)

B. Excel Academy and its administration welcome constructive criticism whenever it is motivated by a sincere desire to improve the quality of the educational program or management of our school. Excel Academy requires that all parties must communicate in a respectful and non-accusatory manner honoring the school rules; keep the issues from becoming personal attacks and stay to the point of the concern. Parents shall comply with the Parent Code of Conduct referenced in Policy 10.3.

Resolution:

1) Individuals should first attempt to resolve issues directly with the party or parties involved.

2) Should that attempt fail to produce a satisfactory resolution or complete answer to the issue, written contact with the administration shall be the next step - beginning with the individual's supervisor if he/she is a staff member, which shall include details regarding the attempts that have been made to settle the problem with the staff member.

Parents/students need to address concerns and difficulties according to our organizational structure, through all appropriate levels of administration, i.e. Assistant Director, Executive Director. The administrator, at his or her discretion, may set up a meeting with the parent, and may invite the staff member to be present.

3) Should the issue continue to receive unsatisfactory resolution or incomplete answers after following the process described above, parents/students may contact the Excel Academy Board President in writing detailing the issue to be resolved, prior attempts at resolutions and responses to those contacts.

4) The Board President will contact the individual(s) and determine whether the matter is a policy issue that is in the purview of the Board or if the complaint warrants Board review of administrative action. If it is determined to meet qualification for Board review, the President will determine the accessibility of all interested parties to be present at the next regularly scheduled Board meeting, and add it to the agenda. The Board will request the administrator (s) to provide a written summary of the issue, and will gather the information necessary to review the matter. The Board reserves the right to conduct all or a portion of the meeting relating to the issues raised by the student/parent in executive session should they meet the

Policy: JJB - Student Social Events

Enter Rational & Replacement Policy here if a wiaver is being requested.

Policy: JSA - Student Use of Personal Devices

Rationale: Excel Academy only allows students to use personal device(s) when specified in the student's 504 Plan and/or IEP. In order to provide for the appropriate use of personal devices in accordance with District policy JSA and Policy 6.8 - Internet Acceptable Use, a Student Use of Personal Devices Agreement has been developed which must be signed by the student, as well as a parent or legal guardian, before the personal device can be used at school. All computers having Internet access must be used in a responsible, efficient, ethical and legal manner, including personal use devices connected to Excel Academy's network or district resources (collectively referred to as "district computing resources").

Replacement Policy: 1. Personal Device Authorization: Only computer(s) or electronic storage device(s) that are authorized and registered may be used by students connecting to district computing resources. Students may not use prohibited devices to connect to district computing resources. Personal devices that are prohibited from connecting to district computing resources include any computing device (including, but not limited to, any smartphone, laptop computer, netbook, desktop computer or tablet computer) that has been "jailbroken", tampered with, "modded", or modified in a manner prohibited or unintended by the manufacturer or seller of the device. Authorization of a personal device for purposes of connecting to district computing resources is at Excel Academy's sole and absolute discretion. Excel Academy may set minimum system requirements such as approved operating systems, network protocols, and configurations for connected personal devices. A personal device that does not meet such minimum system requirements may not access, interact with, or connect to district computing resources. Excel Academy reserves the right to, and may deny or revoke (at any time, for any reason and without notice) authorization of a personal device.

2. Personal Device Privilege: Students who use the personal devices to connect to district computing resources are doing so voluntarily, and are not required to do so by Excel Academy or the district. The student's use of personal devices to connect to district computer resources demands personal responsibility and an understanding of the appropriate handling of such devices, the data processed on them, and the acceptable and unacceptable uses of such devices. Failure to follow the use procedures contained in this agreement and relevant district policies may result in the loss of the privilege to use the personal devices to connect to district computing resources, as well as appropriate disciplinary action or legal action. The use of a personal device to connect to district computing resources is at the student's sole risk.

3. Acceptable Use of Personal Devices: The "unauthorized and unacceptable uses" section of district policy JS and Excel Academy's Acceptable Use Agreement for Students shall apply to connected personal devices, and any reference made to "district computers" or "district resources" shall be deemed to include connected personal devices for purposes of the policy and agreement. Failure to follow Excel Academy's or the district's acceptable use procedures and/or policy will result in the loss of the privilege to use the personal use device and may result in school disciplinary action (including suspension or expulsion) and/or legal action.

4. Responsibility for Personal Devices: The student who owns and is registered to use a connected personal device is responsible for all activity related to, content stored, processed or transmitted on, the security of, and the use of, that personal device. If a student allows another to use his/her connected device, the student is responsible for the use of that device

Policy: KCD - Public Gifts/Donations

Rationale: Excel Academy will be responsible for accepting or declining public gifts or donation made to Excel Academy and how the gifts/donations will be utilized. Replacement Policy: Policy 8.13 – Public Gifts/Donations

Gifts of money, real or personal property and personal services from organizations, community groups and/or individuals which will benefit Excel Academy shall be encouraged by school administration. Gifts will be accepted without promise or expectation of future consideration of the donor. Individuals or groups shall discuss what gifts are appropriate and needed in advance with the Excel Academy/principal or designee.

Equipment that meets an educational purpose must be operative at the time of donation and meet minimum standards set by Excel Academy. Such equipment shall be added to the school's inventory if deemed appropriate per financial policies and procedure manuals.

Excel Academy reserves the right to accept or decline any proposed gifts. In determining whether a gift will be accepted, consideration shall be given to Board policies, the district's Call to Action and district policies, as applicable.

Policy: KE - Public/Parent Concerns and Complaints

Policy 10.2 - Parent/Student Grievance Process

Rational: Excel Academy believes that parent and student concerns, complaints, or grievances should be addressed in a timely manner. To that end the Board has adopted the following process to address concerns, complaints or grievances of parents and/or students about staff members or about other parents and/or students. Retaliation or retribution is prohibited for grievances made in good faith. (This policy is not intended to supersede the following policies but rather to provide a process for other types of grievances: Policy 4.4 Sexual Harassment and Policy 5.10 Sexual Harassment of or by Students.)

B. Excel Academy and its administration welcome constructive criticism whenever it is motivated by a sincere desire to improve the quality of the educational program or management of our school. Excel Academy requires that all parties must communicate in a respectful and non-accusatory manner honoring the school rules; keep the issues from becoming personal attacks and stay to the point of the concern. Parents shall comply with the Parent Code of Conduct referenced in Policy 10.3.

Resolution:

1) Individuals should first attempt to resolve issues directly with the party or parties involved.

2) Should that attempt fail to produce a satisfactory resolution or complete answer to the issue, written contact with the administration shall be the next step - beginning with the individual's supervisor if he/she is a staff member, which shall include details regarding the attempts that have been made to settle the problem with the staff member.

Parents/students need to address concerns and difficulties according to our organizational structure, through all appropriate levels of administration, i.e. Assistant Director, Executive Director. The administrator, at his or her discretion, may set up a meeting with the parent, and may invite the staff member to be present.

3) Should the issue continue to receive unsatisfactory resolution or incomplete answers after following the process described above, parents/students may contact the Excel Academy Board President in writing detailing the issue to be resolved, prior attempts at resolutions and responses to those contacts.

4) The Board President will contact the individual(s) and determine whether the matter is a policy issue that is in the purview of the Board or if the complaint warrants Board review of administrative action. If it is determined to meet qualification for Board review, the President will determine the accessibility of all interested parties to be present at the next regularly scheduled Board meeting, and add it to the agenda. The Board will request the administrator (s) to provide a written summary of the issue, and will gather the information necessary to review the matter. The Board reserves the right to conduct all or a portion of the meeting relating to the issues raised by the student/parent in executive session should they meet the

Policy: KFD - Community Access to School Communications

Enter Rational & Replacement Policy here if a wiaver is being requested.

