

CHARTER SCHOOL CONTRACT

THIS CONTRACT, dated this 1 day of June, 1995, is made and entered by and between the JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1 ("School District") and EXCEL ACADEMY ("Excel").

RECITALS

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

WHEREAS, on February 16, 1995, an Application (attached and incorporated as Exhibit A) was submitted by the Organizers of Excel for formation of Excel as a charter school to operate within the School District; and

WHEREAS, the School District's Board of Education ("Board") has determined that the Application submitted to the School District for the formation of Excel as a charter school, as amended herein, complies with the purposes and requirements of the Charter Schools Act; and

WHEREAS, by Resolution adopted April 6, 1995, the Board conditionally granted the Application contingent upon the negotiation and execution of a contract acceptable to Excel and the School District and subject to certain other conditions; and

WHEREAS, the Act contemplates that the Application, as amended by a contract, between Excel and the School District, will constitute the agreement between the parties regarding the governance and operation of Excel; and

WHEREAS, Excel seeks certain waivers from and clarifications of Board policy and/or state law; and

WHEREAS, the School District has the authority to waive only those Board-approved policies and/or regulations to the extent permitted by law; and

WHEREAS, the authority of the State Board of Education to provide waivers from requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes;

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

AGREEMENT

1. Mission Statement: The mission statement, as described in paragraph 1 of Excel's Application, is hereby accepted by the School District to the extent it is consistent with the principles of the General Assembly's declared purposes for enacting the Charter Schools Act as set forth in C.R.S. §§ 22-30.5-102(2) and (3).

2. Goals, Objectives and Pupil Performance Standards: The goals, objectives and pupil performance standards set forth on paragraph 2 of the Application are hereby accepted by the School District, as amended, and subject to the conditions set forth below:

a. Student Attendance, Conduct and Discipline. Excel agrees that it shall comply with all Board-approved policies and regulations concerning student attendance, standards of conduct and discipline. Excel's procedures shall provide for an appeal in student discipline cases to the Board of Directors of Excel. The Board of Education of the School District shall have final authority for appeals in cases involving expulsion of students.

(i) Attendance of students at Excel shall be in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

(ii) Excel may adopt its own code of conduct for students and shall be granted a waiver from corresponding School District policies as long as the developed codes, policies and procedures regarding student conduct and student discipline are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling or denying admission to a student. Waiver of the School District's policies regarding student conduct and student discipline will be effective only after approval by Excel's Board of Directors of policies and procedures consistent with law and approved by the School District.

b. Student Welfare and Safety. Excel shall comply with all Board-approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare; safety and health, including, without limitation, Board policies and laws addressing the reporting of child abuse, accident prevention and disaster response,

and any state regulations governing the operation of school facilities.

c. Academically Low Achieving Students. Excel shall identify academically low achieving students and shall provide its educational program to these students in a manner that best serves their needs, as outlined in the procedures set forth in the Application.

3. Community Support: The Board finds that sufficient support for the formation of Excel exists, as evidenced by paragraph 3 and Appendix A of the Application and the letters of support from parents, students, teachers and community members.

4. Statement of Need: The Board has determined that paragraph 4 of the Application sufficiently establishes a need for additional educational choice within the School District and that the proposed charter school program would serve that need in a manner which is in the best interests of the school community.

5. Educational Program, Pupil Performance Standards and Curriculum:

a. Curriculum. The School District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation by Excel of its instructional programs as outlined in its Application, as amended herein.

(i) Excel shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner which is consistent with state law, including, without limitation, requirements regarding content standards.

(ii) The educational program, pupil performance standards and curriculum designed and implemented by Excel shall meet and exceed any content standards adopted by the School District and shall be designed to enable each pupil to achieve such standards.

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

(iv) The Board agrees to waive the requirement of Board Policy IFR that curriculum and instructional materials be approved by the School District Curriculum Council prior to implementation, provided that such curriculum and materials meet or exceed content standards adopted by the School District.

(v) Excel shall establish a process for resolving public complaints, including complaints regarding curriculum, which provides an opportunity to be heard and an appeal process similar to current School District policies and procedures, except that the final administrative appeal shall be heard by the Board of Directors of Excel, rather than the Board of Education of the School District.

b. Records.

(i) Excel agrees to comply with all recordkeeping requirements of the Board and/or federal or state law and shall provide any reports, as necessary, to meet the School District's reporting obligations to the State Board and Colorado Department of Education. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance and standardized test results and documentation required under federal and state law regarding the education of students with disabilities.

(ii) Excel shall comply with all Board-approved policies and regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of student records, including, without limitation, the Colorado Open Records Law, C.R.S. §§ 24-72-204, et seq., and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g.

c. Nonreligious, Nonsectarian Status. The educational program of Excel shall be nonreligious, nonsectarian and shall not discriminate against any student on the basis of race, creed, color, sex, national origin, religion, ancestry, disability or need for special education services.

d. Open Enrollment. Enrollment shall be open to any child who resides within the School District, subject to Excel's total enrollment limitations as contained in the Application. Students enrolling in Excel are subject to the School District's open enrollment policy and regulations.

e. Admissions. Admission of students to Excel shall be determined in accordance with School District policy regarding enrollment in charter schools and the procedures set forth in paragraph 3 of the Application, except that nonresident students may be charged admission only in accordance with paragraph 5(g), below. Students who reside outside of the School District shall not be admitted to Excel until all applicants who reside in the School District and who qualify for admission have been enrolled.

f. Education of Students with Disabilities. Excel agrees to comply with all Board-approved policies and regulations and the requirements of federal and state law concerning the education of children with disabilities. Upon enrollment of a student, Excel shall determine whether the student has been identified as a child with disabilities. If so, Excel shall obtain a copy of the student's individualized education program ("IEP"). If there is any question whether the IEP can be implemented at Excel, a properly constituted staffing team shall be convened to determine whether Excel is an appropriate placement for the student.

g. Tuition. Tuition shall not be charged to students who reside in the School District, other than for before and after school programs administered by Excel. Nonresident students may be admitted pursuant to Board Policy JECB. In the case of enrollment of a nonresident student with disabilities in Excel, Excel shall enter into a contract with the school district of residence for tuition for excess costs incurred in educating the student. Prior to execution of the contract by Excel, the contract shall be submitted to the School District for approval. The School District will submit the executed contract to the Colorado Department of Education for approval in accordance with § 22-20-109(5).

h. Excel students may participate in nonacademic activities at other schools in the School District, provided that the prerequisites for participation are met and there is space available in the desired activity or program. Where such participation requires payment of a fee, the Excel student or Excel shall be responsible for payment of the fee. Excel students shall not be eligible for enrollment in academic courses at other schools on a part-time basis.

6. Evaluation of Pupil Performance and Procedures for Corrective Action: The Board approves Excel's methods for evaluating pupil performance and procedures for corrective action contained in paragraph 6 of the Application, as amended herein, and subject to the conditions below and otherwise set forth in this Contract:

a. Suspension or expulsion of students from the academic program shall be in accordance with School District policies and applicable federal and state law.

b. Transfer of students from Excel to another school in the School District shall be accomplished in accordance with School District Policy JECC and its accompanying regulation.

c. The Board approves Excel's proposal for assessment of student performance as set forth on paragraph 6 of the Application, and Excel agrees to cooperate with the School District and its administrators to coordinate testing with the School District's statistical needs.

7. Economic Plan, Budget and Annual Audit: paragraph 7 of the Application is amended as follows, which amendments, and all other provisions of this Contract, shall supersede and control over any conflicting language contained in the Application.

a. Funding.

(i) During the 1995-96 school year, the School District shall provide funding to Excel in the amount of eighty-five percent (85%) of the School District per pupil operating revenues ("PPOR"), as defined by C.R.S. § 22-54-103(9), for each funded pupil enrolled in Excel. Enrollment data as of May 20, 1995, shall be used to determine initial funding for the 1995-96 school year. For subsequent school years, funding shall be initially determined based on enrollment as of April 1. So long as Excel is not in material breach of this Contract, this funding will be made available to Excel in monthly installments, commencing on July 20, 1995. The term funded pupil, as used in this provision, shall be deemed to mean enrolled as of the counting dates or periods set forth in the Public School Finance Act of 1994, C.R.S. §§ 22-54-101, et seq., or corresponding provisions in any successor acts, and State Board of Education regulations.

(ii) The School District will adjust the funding to reflect the actual funded pupil count as of October 1. In addition, to the extent the School District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases will be made to Excel by adjustment or set off in subsequent months.

(iii) On or before February 1 of each year of the Charter, Excel and the School District will begin

negotiations concerning funding for the ensuing fiscal year in order that the amounts may be determined in conjunction with the School District's and Excel's budget development and adoption process. It is acknowledged that in future fiscal years, funding may be more or less than 85% of the School District's PPOR, but it is agreed that the amount of funding provided to Excel from the School District shall not be less than eighty percent (80%) of the School District's PPOR, as defined by C.R.S. § 22-54-103(9), or corresponding provisions in any successor acts, multiplied by the number of funded pupils enrolled in Excel. The parties also acknowledge that the intent of the Charter Schools Act is that funding and service agreements under this contract be neither a financial incentive or disincentive to establishment of a charter school.

(iv) It is the intent of the School District that Excel receive a proportionate share of funding provided by the federal and state governments for special education, gifted and talented students and other federal and state grant sources, to the extent that Excel complies with the conditions and requirements of such grants and applicable law, and fulfills the reporting requirements under such grants. The proportionate share of state and federal resources generated by Excel students with disabilities, or the staff serving them, shall be directed to Excel. A proportionate share of moneys generated under other federal or state categorical aid programs shall be directed to Excel for each Excel student eligible for such aid. Direction of such federal and state resources or categorical aid shall be contingent upon demonstration by Excel that it is in compliance with federal and state statutes and regulations regarding entitlement to such reimbursement, which demonstration shall be sufficient to permit the School District to claim reimbursement on its end-of-year report to federal and state agencies. Prior to receipt of such funds, Excel shall provide to the School District assurances that it will comply with various federal statutes, which assurances are required of recipients of federal funds for special education and categorical aid. Excel shall provide the School District with data necessary to complete such claims, including, without limitation, evidence that special education service providers meet educational, certification or licensing requirements of state law and documentation of the nature and duration of services provided for each student with disabilities by such service providers. Although such resource and categorical aid are provided by state and federal agencies as reimbursement

following the school year in which the expenses incurred, the School District agrees that Excel may request reimbursement on a quarterly basis. Within thirty (30) days of submission of data satisfactory to the School District for its reporting purposes, the School District will provide reimbursement to Excel.

(v) Enrollment data for any given year of the charter, including, without limitation, significant increases or decreases in enrollment, shall be considered in negotiating funding for the subsequent fiscal year.

(vi) Upon execution of this Contract, Excel may have an advance on the funding to be provided under paragraph 7(a)(i) above, for start-up costs in an amount not to exceed one hundred thousand dollars (\$100,000). Excel shall pursue additional funding from grants, as set forth in the Application. To the extent permitted under grants received by Excel, any revenues received by Excel from such grants shall be applied first to expenses budgeted by Excel, so as to minimize the magnitude of any deficit in revenue at the end of the first year resulting from the impact of this advance for start-up costs. Through funding from grants and other sources outside of the School District and budgetary adjustments, any deficit shall not exceed sixty-seven thousand dollars (\$67,000) at the end of the first year of operation on June 30, 1996. At the end of the second year of operation on June 30, 1997, such deficit shall be reduced to no more than thirty-four thousand dollars (\$34,000) and shall be eliminated entirely by the end of the third year of operation on June 30, 1998.

b. Budget. The 1995-96 Budget set forth in paragraph 7 of the Application is amended as follows:

(i) The per pupil funding to be provided by the School District shall be in accordance with paragraph 7a above.

(ii) Excel shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. The following services shall be provided to Excel by the School District during the initial fiscal year of this Contract in accordance with the Schedules noted: payroll, accounting, computer linkage, business services, accounts payable (but not accounts receivable) and purchasing (Schedule 1); insurance (Schedule 2) and employee benefits and personnel

services (Schedule 3). In addition, through separate agreement set forth as an Addendum to this Contract, Excel may purchase at cost the following: services for the repair and maintenance of equipment and facilities; food service; leasing of School District vehicles; use of the film/video library; staff development activities; printing and copying services; and services for the preparation of specifications, conduct of the bidding process and evaluation of goods and services outside of the ordinary purchase of supplies and materials through the School District warehouse process.

(iii) At no charge to Excel, the School District will provide legal services through the School District's legal counsel, for defense of suits, actions and claims against Excel, including special education due process hearings and appeals, and actions for which the School District provides insurance coverage in accordance with Schedule 2. Such legal services shall not be provided for defense of matters involving worker's compensation, unemployment compensation or disputes with the School District. The provision of a defense is conditioned upon prompt notification by Excel to the School District of all claims, including threatened or reasonably anticipated claims or actions; full cooperation with the School District and legal counsel in defending the claim and Excel not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the Board of Education. Excel acknowledges that in the event of a dispute between Excel and the School District, the School District's legal counsel will represent the School District and not Excel. Excel shall have access to legal consultation and advice where such assistance is requested through Excel's Cabinet representative, and where the School District determines that such assistance is appropriate.

(iv) On or before May 15 of each year, Excel shall submit to the Board for its approval, Excel's proposed budget for the upcoming school year. For the 1995-96 school year, Excel shall reallocate revenue and expenditures to reflect the eighty-five percent (85%) PPOR to be provided by the School District. A revised budget in School District format shall be submitted on or before June ____, 1995.

c. Financial Records and Annual Audit. Excel agrees to establish, maintain and retain appropriate financial records in accordance with all applicable federal, state and

local laws, rules and regulations, and to make such records available to the School District, as requested, from time to time. Excel agrees to participate in the School District's annual audit by a certified public accountant of its financial and administrative operations. The incremental cost to the School District attendant to inclusion of Excel in the audit shall be borne by Excel. Alternatively, Excel may elect to retain a certified public accountant to conduct the audit, provided that the audit meets School District and Colorado Department of Education requirements.

8. Governance and Operation: Paragraph 8 of the Application concerning the nature and extent of parental, professional educator and community involvement in the governance and operation of Excel and set forth through the Application is accepted by the Board to the extent permissible under federal and state law and subject to all conditions of this Contract, including, without limitation, the amendments set forth in paragraph 9 below. In addition, paragraph 8 of the Application is amended as follows, which amendments, and all other provisions of this Contract, shall supersede and control over any conflicting language contained in the Application:

a. Corporate Status. Excel agrees to incorporate, at its own expense, as a Colorado nonprofit corporation. Prior to filing with the Secretary of State, the Articles of Incorporation shall be provided by Excel to the School District for approval. Such Articles shall include a provision specifying that upon dissolution, voluntary or otherwise, assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of Excel shall be returned to the School District. Unless a donor or grantor specifically provides otherwise, all gifts, donations and grants are assumed to be to the charter school, and shall be included among the assets returned to the School District upon dissolution.

b. Conflict of Interest. Members of the Board of Directors of Excel shall comply with Board policies and regulations regarding Board member ethics and conflict of interest.

c. Nonreligious, Nonsectarian Status. Excel agrees that it shall operate, in all respects, as a nonsectarian, nonreligious, non-home-based public school. Excel shall not be affiliated with any nonpublic sectarian school or religious organization.

d. Commitment to Nondiscrimination. Excel shall comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, statutory and constitutional provisions

prohibiting discrimination on the basis of disability, age, race, creed, color, sex, national origin, religion or ancestry.

e. Accountability. Excel shall be accountable to the School District and subject to all Board approved policies and regulations unless specifically waived. Excel agrees to participate in the School District accountability process in accordance with Board Policy BCFB. All records established and maintained in accordance with the provisions of this contract, Board policy, and federal and state law shall be open to inspection by the School District.

f. Open Meetings Law. Excel agrees that it is subject to the provisions of the Colorado Open Meetings Law, C.R.S. §§ 24-6-401 et seq., and that it will comply with the provisions of such law in connection with all of its activities.

g. Indigent Students. Excel shall waive all fees for indigent students in accordance with Board Policy JN, its accompanying regulation and applicable federal and state law. Excel shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, Excel shall include notification of the policy of waiver of fees for indigent students.

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

(i) Excel shall have authority to exercise independently, also consistent with federal and state law, the following powers (including such other powers as provided for elsewhere in this Contract and in the Application to the extent consistent with this Contract): contract for goods and services; prepare a budget; select personnel and determine their compensation; procure insurance; lease facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract.

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

(iii) In exercising its powers, Excel shall comply with all applicable Board approved policies unless a specific waiver is obtained. Excel shall furnish to the Board copies of all written policies or procedures it may develop with respect to any matter relating to its operations and educational program upon adoption of such policies by Excel's Board of Directors.

(iv) Excel shall clearly indicate to vendors and other entities and individuals outside the School District with which or with whom Excel enters into an agreement or contract for goods or services that the obligations of Excel under such agreement or contract are solely the responsibility of Excel and are not the responsibility of the School District.

(v) All gifts, donations and grants shall be reported by Excel to the School District by recording the same in the financial records required under paragraph 7(c), above. Excel shall obtain approval from the Board of Education prior to the acceptance of any gift, donation or grant in excess of ten thousand dollars (\$10,000).

i. Waivers. Excel has been granted certain waivers from Board approved policies and/or regulations. In addition, Excel has proposed requests for waivers from certain state laws from the State Board of Education and the Board has agreed jointly to request waivers of certain such laws. The waivers from Board policies, and the conditions therefor, and the waivers from state law to be requested jointly, are set forth in attached Exhibit B, which is hereby incorporated into this Contract.

j. Bidding Requirements. Unless purchased from or through the School District, contractual services and purchases of supplies, materials and equipment shall be procured through a system of competitive bidding, as required by Board policy and state law.

k. Periodic Review of Financial Enrollment, and Program Development Status. Excel shall be subject to a review of its operations and finances by the Board or a

designee as of November 1 and March 1 of each year. Excel shall, on November 1 and March 1 each year, provide to the School District a brief written report concerning its operations, including, without limitation, progress made towards its educational goals and objectives, policy development issues, student attendance and student discipline information, and personnel matters.

l. Term. It is the intent of the Board of Education of the School District that the Charter and this Contract are to be effective as of the date first written above for a period of three (3) fiscal years (1995-96, 1996-97 and 1997-98), and to terminate on June 30, 1998. Although this Contract is for operation of Excel as a charter school in the School District for a period of three years, any financial commitment on the part of the School District contained in this Contract is subject to annual appropriation by the Board of Education and the parties agree that the School District has no obligation to fund the financial obligations under this Contract other than for the current year of the contract term; that the School District has not irrevocably pledged and held for payment sufficient cash reserves for funding Excel at or above eighty percent of the School District PPOR or for providing services described herein for the entire term of the Contract. Renewal of the charter may be sought by Excel in accordance with C.R.S. § 22-30.5-110(2).

m. Termination. This Contract may be terminated, and the Charter revoked by the Board, for any of the grounds provided by state law, C.R.S. §§ 22-30.5-110(3) and (4), and/or for any material breach of this Contract, upon thirty (30) days' advance written notice being given to Excel. Should Excel choose to terminate this Contract and revoke its Charter before the end of the Contract term, it may do so with the Board's approval, at any time, upon thirty (30) days' advance written notice. In the event of termination, all assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and operations of Excel shall be returned to the School District. Unless a donor or grantor specifically provides otherwise in writing, all gifts, donations and grants shall be assumed to be made to the charter school and shall be included among the assets returned to the School District upon termination of this Contract.

n. Dissolution. In the event Excel should cease operations for whatever reason, including the nonrenewal or revocation of its charter, or dissolution of the nonprofit corporation established pursuant to paragraph 8(a) above, it is agreed that the Board shall supervise and have authority to conduct the winding up of the business and affairs of

Excel; provided, however, that in doing so, the School District does not assume any liability incurred by Excel beyond the funds allocated to it by the School District under this Contract. The School District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by Excel during the time of its existence. All assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of Excel shall be returned to the School District.

o. Start-Up Funding. In accordance with paragraph (7) (a) (vi), above, upon request from Excel, the School District will provide Excel an advance on the funding to be provided for the 1995-1996 school year pursuant to paragraph (7) (a) (i), above, in an amount not to exceed one hundred thousand dollars (\$100,000). An advance on funding will be available only for the first year of operation and may be accessed by Excel upon execution of this Contract and shall be repaid in accordance with paragraph (7) (a) (vi), above.

9. Employment Matters: The parties agree that teachers and other staff employed at Excel are employees of Excel, and are not employees of the School District. Excel is solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its employees. The guidelines set forth in paragraphs 9 and 14 of the Application concerning employment matters such as employee relationships, job description, and terms and conditions of employment are accepted by the School District, and shall supersede the requirements of any Board-approved policies or regulations, to the extent permitted by law, and subject to the following conditions in addition to all other provisions of this Contract:

a. Hiring of Personnel. Personnel may be selected by Excel subject to compliance with all federal and state rules and regulations, including, without limitation, requirements concerning the recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained from the State Board of Education or other proper authority. Excel shall not place an employee under the direct supervision of, nor shall an employee be evaluated by a member of the employee's immediate family. The Board of Directors of Excel may terminate the employment of any personnel so long as such employees are not terminated for constitutionally impermissible reasons.

b. Employee Compensation, Evaluation and Discipline. The School District agrees to waive all Board approved policies and regulations concerning the compensation, evaluation, promotion, discipline and termination of the

employment of Excel employees subject to compliance with all state rules and regulations, unless specific waivers are obtained from the State Board of Education. School District policies will remain in effect until the adoption by the Board of Directors of Excel of policies regarding these matters that are in compliance with applicable law and approved by the School District.

(i) The Board of Directors of Excel shall be independently responsible for the supervision and evaluation of the teaching staff within Excel, as prescribed by the Application.

(ii) Excel shall adopt its own written policies in compliance with federal and state law, concerning the recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. Final administrative appeals in matters regarding employment and employee discipline shall be determined by the Board of Directors of Excel and not the Board of Education. School District policies shall remain in effect until the adoption by the Board of Directors of Excel of policies regarding these matters that are in compliance with applicable law and approved by the School District.

(iii) Excel shall notify the School District and other appropriate authorities, in accordance with state law, of discipline of Excel employees arising from misconduct that brings direct harm to students or others or from violations of law or policy.

c. Payroll. Employees shall be paid through the payroll department of the School District using its procedures for recording employee work hours, overtime, absences, leaves, vacation and other adjustments, as supplemented or modified by written agreement between the parties.

d. Benefits. Excel may purchase on behalf of its employees coverage under health, dental and vision insurance coverage available to School District employees, at cost, in accordance with Schedule 2.

e. PERA Membership. All Excel employees shall be members of the Public Employee's Retirement Association and subject to its requirements. Excel shall be responsible for the cost of the School District's/employer's respective share of any required contributions.

f. Equal Opportunity Employer. Excel affirms that it shall not discriminate against any employee on the basis of race, creed, color, sex, national origin, religion, ancestry, age or disability in its recruitment, selection, training, utilization, termination or other employment-related activities.

g. Employee Welfare and Safety. Excel shall comply with all Board approved policies, and applicable federal and state laws, concerning employee welfare, safety and health issues, including, without limitation, the requirements of federal law for a drug free workplace.

h. Employee Records. Excel shall be responsible for establishing and maintaining personnel records for its employees in compliance with all Board approved policies and regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of employee records, including, without limitation, the requirements of the Colorado Open Records Law, §§ 24-72-204 et seq. Excel shall provide to the School District the employee identification data necessary for the payroll process and state reporting.

i. Employee Conflicts of Interest. All Excel employees shall comply with the Board's policies and regulations, and applicable state law, concerning staff conduct and staff conflicts of interest.

j. School District Teachers. Current teachers of the School District who are selected for employment by Excel are eligible for a one-year leave of absence from their employment with the School 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 School District. Such leaves shall commence on the day following the last day of service to the School 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 School 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 School District. A request for return to the School District during the term of the leave may be granted by the School District at its sole discretion. The status of any teacher in the School District employed by Excel and on an approved leave from the School District shall not be affected by such employment, however, the teacher will not be eligible to move vertically on the School District's salary schedule. A probationary teacher shall not acquire nonprobationary status in the School District or accrue credit toward nonprobationary

status with the School District based on employment with Excel while on approved leave. The period of time during which a teacher is on approved leave for employment with Excel shall not be credited as continuous service. Upon returning to the employment of the School District, Excel teachers in good standing will be guaranteed a position with the School District, although not necessarily in the same position as he or she previously held. A probationary teacher whose contract with the School District is nonrenewed prior to the commencement of services to Excel will not be provided a position in the School District upon completion of employment with Excel.

10. Insurance and Legal Liabilities: Paragraph 10 of the Application is amended as follows which amendments shall supersede and control over any conflicting language contained in the Application.

a. Insurance. It is agreed that during the initial term of this Contract, the School District will provide insurance coverages as set forth in Schedule 2, attached and incorporated into this Contract, which are consistent with the coverages available to the School District itself. Excel agrees that it will coordinate all risk management activities through the School District's risk management office. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with the School District in the defense of any claims and complying with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the School District's applicable insurance policies. Excel shall neither compromise, settle, negotiate nor otherwise affect any disposition of potential claims asserted against it without the School District's prior written approval.

b. Legal Liabilities. Excel shall operate in compliance with all Board approved policies and regulations and all applicable federal, state and local laws, rules and regulations, unless specifically waived as indicated in attached Exhibit B or unless such waiver is obtained from the proper authority pursuant to the procedures of paragraph (i) below subsequent to the execution of this Contract.

(i) Waiver. Waivers from specific Board approved policies or regulations and/or state law may be requested by Excel by submitting such a request, in writing, to the School District's Superintendent. The request shall include the reasons why Excel is in need of or desires the waiver and Excel's alternative policy or procedure for addressing the subject matter of the School District policy or regulation or of state law.

The Superintendent shall have ten (10) school days to review the request and, thereafter, will present the matter before the Board at its next regular meeting. Waivers of Board approved policies and regulations may be granted only to the extent permitted by state law. In the event the School District policy or regulation from which Excel seeks a waiver is required by state law, or where Excel otherwise requests release from a state regulation, the School District agrees to jointly request such a waiver from the State Board of Education, if the School District's Board first approves the request.

(ii) Faith and Credit. Excel agrees that it will not extend the faith and credit of the School District to any third person or entity. Excel acknowledges and agrees that it has no authority to enter into a contract that would bind the School District and that Excel's authority to contract is limited by the same provisions in law or Board policy that apply to the School District itself. Excel also is limited in its authority to contract by the amount of funds obtained from the School District, as provided hereunder, or from other independent sources. Excel's Board of Directors shall hereby be delegated the authority to approve contracts to which Excel is a party, subject to the requirements and limitations of the Colorado constitution, state law, Board approved policies and the provisions of this Contract.

(iii) Indemnification. To the extent not covered by insurance or otherwise barred by the Colorado Governmental Immunity Act, Excel agrees to indemnify and hold the School District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with Excel's operations. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act.

11. Transportation. The School District and Excel acknowledge and agree that transportation will not be provided to students attending Excel. If Excel subsequently determines to provide transportation during the term of this contract, Excel may contract with the School District for transportation services

at cost, by separate written agreement as an addendum to this Contract.

12. Miscellaneous Provisions.

a. Entire Agreement. This Contract, with attachments, contains all terms, conditions and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Contract.

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

c. Notice. Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the Office of the Executive Committee, in the case of notice being sent to Excel, or to the Office of the Superintendent for notice to the School District.

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

e. Dispute Resolution. In the event any dispute arises between the School District and Excel concerning this Contract, including, without limitation, the implementation of or waiver from any policies, regulations or procedures, such dispute shall first be submitted to the Superintendent of the School District or his designee for review. Thereafter, representatives of the School District and Excel shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to the Board for its consideration. The decision of the Board shall be final; provided, however, Excel may appeal to the State Board of Education concerning those matters within its jurisdiction under the Act.

f. Applicable Law. The parties intend that where this Contract references federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments.

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

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

ATTEST:

EXCEL ACADEMY

Nancy Munnay
SECRETARY

By: *Die E. Hag*
Excel Academy, President
Board of Directors

ATTEST:

Jori Merritts
Secretary

JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1

By: *David R. DiGiacomo*
David R. DiGiacomo, President
Board of Education

ATTEST:

Secretary

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Schedule 1

CHARTER SCHOOL CONTRACT
Business Services

The School District will provide the following business services at no cost to Excel:

(1) Payroll functions for Excel similar to those provided for other employees of the School District, including the preparation of W-2's and other reports that are required by state or federal law to be given to employees or filed with such agency. Employees will be paid once per month on the last working day of the month, and checks will be printed on School District check stock. When School District schools are in session, checks will be delivered to Excel. At other times, checks will be mailed to employees' home addresses. W-2's will be issued with the District's federal and state employer identification numbers. It is the responsibility of Excel to maintain all time and attendance reporting and leave data, including accruals, usages and balances. Excel shall be responsible for certifying all payroll information to the School District in compliance with timelines that allow for the sequential processing of all employees' data and the preparation of payroll checks consistent with School District requirements.

(2) An office computer terminal and connection to the School District's main frame computer and training for the use of School District accounting and computer systems. Any computer services in addition to the office terminal and connection and training may be provided to Excel at cost.

(3) Mail delivery will be provided by the School District to Excel.

(4) Access to the School District purchasing system, including the obtaining of goods at School District prices and delivery from the School District's warehouse, for routine supplies and materials.

All other purchasing services, including, without limitation, the preparation of specifications, conduct of the bidding process and evaluating goods and services may be purchased by Excel at cost, through a separate written agreement as an addendum to the Contract between Excel and the School District.

(5) Use of surplus furniture, materials and books on the same basis as is available to other schools in the School District.

Excel staff may participate in School District staff development activities and programs on the same basis as staff employed by the School District. Where a fee is required for School District staff, such fee shall be paid by Excel.

Schedule 2

CHARTER SCHOOL CONTRACT
Insurance

To the extent permitted by its policies currently in force, the School District agrees to include Excel as a named insured in the School District's coverages for acquisition of property, liability (including professional liability), and crime coverages. The School District also agrees to secure bonding for Excel personnel in accordance with the requirements of law and school District policy. The School District shall have the full authority to purchase the insurance, administer the claims, as well as provide loss control management of Excel insurance exposures. Coverages for worker's compensation and unemployment insurance are the responsibility of Excel.

For the first year of the charter, the coverages to be provided, as set forth above, and bonding of Excel personnel will be provided to Excel by the School District without charge. For subsequent school years, if the loss experience of Excel is sufficient to result in an increased expense to the School District for its insurance coverages, such coverages will be provided at a cost negotiated between Excel and the School District.

Schedule 3

CHARTER SCHOOL CONTRACT
Employee Benefits and Personnel Services

Employees of Excel shall be eligible for health, dental and vision benefits consistent with the same eligibility requirements and benefits made available from time to time for other School District's certificated and classified employee groups.

Excel will pay or reimburse the School District through appropriate funds or account transfer, the cost of providing these benefits to each employee at Excel, based upon the pro rata cost attributable to comparable employees of the School District. In the event Excel requires payment by or reimbursement from any employees for any benefits provided, the risk of uncollectibility shall be borne by Excel.

EXHIBIT D
Excel Academy

1. REQUEST FOR WAIVER OF RULES AND REGULATIONS OF THE COLORADO DEPARTMENT OF EDUCATION

1 CCR 301-1-3.09 Reports for School Improvement Planning Process

This section requires each school building advisory committee to report on its school improvement plan no later than September 1 each year.

1 CCR 301-1-3.12 Instructional Staff

This section requires teachers to be certified and placed according to their endorsements and subject-area preparation.

Rationale: The Charter Schools Act makes a Charter School responsible for its own personnel matters. It is inconsistent with the Charter Schools Act for the School District to make staff assignments and to set staff requirements for and within Excel. Excel will employ certified teaching staff for every subject area as often as possible. Should there be a need for expertise and experience of an individual who does not hold a valid Colorado certificate or Letter of Authorization, Excel will employ individuals with valid certificates from other states or uncertificated personnel as it deems to be consistent with its goals, objectives, and mission.

Plan: At every opportunity, Excel will make great efforts to employ individuals with a Colorado certificate. However, Excel wishes to have the flexibility to set its own requirements and to evaluate the results based upon its own performance evaluation system. Assignments will be made based upon the needs of Excel, its budgetary constraints, educational goals and objectives, and evaluations of performance and results.

Report: Six of Excel's full-time teachers are certified in Colorado. Two full-time teachers do not hold Colorado teaching certificates, but are experienced teachers. Our art, music, and physical education teachers are experts in their fields but do not hold Colorado teaching certificates.

2. REQUEST FOR WAIVER OF COLORADO REVISED STATUTES

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

This section establishes the requirements placed upon the school district to evaluate the employment performance of school

district certified personnel and to create a system to evaluate its certified personnel.

Rationale: Excel's Application sets forth a program of experiential teaching and learning approaches with appreciation for each student's unique abilities, learning style, and needs. Teacher methods of facilitating, coaching, conferencing, and dialoguing with students through the Socratic or inquiry method will be emphasized. Excel will develop teacher evaluation methods which will be suited for its learning laboratory and which will be tailored to the goals, objectives, and methods for learning set forth in its Application.

Plan: Excel will offer supportive and periodic staff evaluation methods based upon the principles set forth in its Application. This evaluation will be conducted in such a way as to allow for the collection of sufficient information to form sound conclusions that can be used to enhance desired results and performance. This plan will evaluate performance areas of professional growth and preparation, interactions with students and parents, professional performance and conduct, student achievement, ability to deal with individual student's needs and learning styles, creativity, ability to develop a nurturing and challenging educational environment, and other areas which will be developed through experience and need as the learning laboratory approach evolves. The evaluation system will be reviewed at least annually with a view to seeking constantly evolving effectiveness and relevancy.

In evaluations of staff effectiveness and performance, input will be obtained from students, parents, peers, the school director, self appraisals, the Excel governing board, objective measures of student performance, and outside observers. Excel will seek assistance and training from the School District as such is available and will take advantage of current School District knowledge and experience.

Report: Teachers at Excel are evaluated on four levels: parent, peer, and student evaluations are done once annually. The director also periodically observes teachers using a rubric that facilitates objective evaluation. Narrative observations are also made. All staff set their own professional goals annually on a Staff Development Plan.

C.R.S. § 22-32-126 Principals - employment and authority

This section provides for the employment of principals, their role in the administration of schools, and requiring them to hold certificates.

Rationale: The Charter Schools Act makes a Charter School responsible for its own personnel matters. Further, the Charter Schools Act provides that the Charter School shall be governed and administered by its own governing body as agreed to by the

Charter School and the School Board. Excel will define the role and requirements for its director in a manner best suited to its goals, objectives, budget, and mission. The cooperative nature and diversity of the educational program at Excel will require a role for the director which differs from that of a traditional principal. To require the director at Excel to report to the superintendent would contravene the purpose and powers of the Charter School and the purpose and authority of its governing body.

Plan: Excel will employ a director who will report to its governing board. The position will not require a particular certificate to perform the duties specified by the Excel governing board. An emphasis on developing cooperative interactions between teachers, parents, and students, an ability to manage the operations and business affairs of Excel, an understanding of the mission and philosophy of Excel, and an ability to take a prominent role in implementing the same will be of utmost importance.

Report: Excel's director reports to its governing board with an at-will contract. Because the duties of a charter school principal (director) differ from those of a public school principal, this waiver allows the flexibility needed to hire an individual who can meet the demands of this position. This waiver made it possible for Excel to employ its current director.

3. THE TEACHER EMPLOYMENT, COMPENSATION, AND DISMISSAL ACT OF 1990

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

This section requires that a teacher be certified before a contract to teach can be granted.

Rationale: The Charter Schools Act makes a Charter School responsible for its own personnel matters. It is inconsistent with the Charter Schools Act for the state or School District to set staff certification requirements for and within Excel. Excel will employ certified teaching staff for every subject area as often as possible. Should there be a need for expertise and experience of an individual who does not hold a valid Colorado certificate or Letter of Authorization, Excel will employ individuals with valid certificates from other states or uncertificated personnel as it deems to be consistent with its goals, objectives, and mission.

Plan: At every opportunity, Excel will make great efforts to employ individuals with a Colorado certificate. However, Excel wishes to have the flexibility to set its own requirements and to evaluate the results based upon its own performance evaluation system. Assignments will be made based upon the needs of Excel, its educational goals, objectives, and techniques, its budgetary constraints, and evaluations of performance and results.

Report: Excel has hired certified personnel whenever a certified person was the best qualified. This waiver has allowed Excel to hire two experienced teachers, one from out of state and one from the private school area, who are not certified. The waiver also allowed Excel to use the Arvada Center for delivery of "specials" in art, music, movement, and drama during Excel's first two years. Currently Excel's art, music, and physical education teachers are experts in their fields but not Colorado certified.

C.R.S. § 22-63-203 Probationary teachers - renewal and nonrenewal of employment contract

This section establishes specific requirements for the employment of probationary teachers and the renewal and nonrenewal of their contracts.

Rationale: The Charter Schools Act indicates that a Charter School is to be responsible for its own personnel matters. Excel will employ teachers on a year-to-year "at-will" basis and will not make distinctions based upon probationary or nonprobationary or tenured status.

Plan: Excel will employ teachers based upon its needs and goals and objectives. It will provide its own contracts of employment on a year-to-year "at-will" basis and such contracts will be renewed based upon performance evaluations and the needs of Excel.

Report: This waiver allowed Excel to make the staff adjustments needed to build a team capable of implementing Excel's unique program.

C.R.S. § 22-63-301 Grounds for dismissal

C.R.S. § 22-63-302 Procedures for dismissal - judicial review

These sections set forth the grounds for dismissal of teachers and the procedures for dismissal of tenure teachers including review by a hearing officer and judicial review in the court of appeals.

Rationale: Pursuant to its Application and contract with the School District, Excel will be responsible for its own personnel matters and relationships. Excel will define by contracts, which are year-to-year and "at will," its relationships with its employees. It will provide job descriptions and the terms and conditions of employment and may terminate the employment of its employees for any legal permissible reason. Excel will be responsible for evaluation of its employees and for decisions regarding their dismissal or renewal of their contracts. Excel's governing board will make final determinations with regard to such matters.

Plan: The process and procedures for evaluation of teachers is set forth in C.R.S. § 22-9-106. The evaluation process and the needs of Excel will be the basis of final decisions of Excel's governing board regarding the dismissal of teachers and the renewal of teacher contracts.

Report: *Teachers, staff, and director serve at the pleasure of the board of directors at Excel. These waivers have allowed Excel to remain autonomous in personnel matters. Tenure and probationary status are not concepts recognized by Excel and do not apply to our employment practices. Agreements exist only to specify duties, number of days to be worked, and salary level.*

C.R.S. § 22-63-401 Salary schedule - adoption - changes

This section requires school districts to adopt a salary schedule which shall apply to all teachers in the district and sets forth the requirements for modifications to the schedule.

Rationale: Excel will be responsible for its operations and personnel matters as intended by the Charter Schools Act. It will select its own personnel and determine compensation as allowed by the terms of the contract between Excel and the School District. This power will be a part of Excel's authority to set its own budget.

Plan: Excel will establish its own salary and payment obligations based upon its educational plan, needs, and budget process.

Report: *This waiver has given Excel the ability to negotiate salaries that keep us within our budget parameters.*

C.R.S. § 22-63-402 Services - disbursements

This section prevents payment to any teacher unless such teacher holds a valid certificate.

Rationale: It would be inconsistent with Excel's ability to set its own budget and employ its own personnel, including teachers who may not hold a valid certificate, to prevent Excel from paying a teacher unless that teacher holds a valid teachers certificate.

Plan: Excel will have the authority to authorize payment for those teachers which it employs.

Report: *All teachers are being paid for services rendered.*

C.R.S. § 22-63-403 Payment of salaries

This section provides for the payment of a pro rata portion of the salary due for periods when no services are provided in the event of teacher termination prior to the termination of a contract.

Rationale: It is consistent with other waivers provided herein to allow Excel to handle its own contractual relationship with its teachers and other employees.

Plan: Excel will provide by contract with its teachers the payment terms in the event of a termination of a teacher's employment.

Report: *This waiver was important in allowing Excel the flexibility to negotiate compensation arrangements for staff leaving prior to the end of the school year.*

4. **REQUEST FOR WAIVER OF RULES AND REGULATIONS OF JEFFERSON COUNTY SCHOOL DISTRICT R-1**

The Excel board of directors does not intend to request additional waivers at this time. The waivers currently in effect are adequate and necessary for Excel to operate in a semi-autonomous manner.

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RESOLUTION

WHEREAS, pursuant to the Charter Schools Act, §§ 22-30.5-101 et seq., C.R.S., the Organizers of Excel Academy (the "charter applicants") has applied to the Jefferson County School District No. R-1 for approval of Excel Academy (the "charter school") as a charter school in accordance with the District's procedures; and

WHEREAS, the Board of Education has held a community meeting in the District regarding the charter school application; and

WHEREAS, the District Accountability Committee and District staff have reviewed the charter application, prior to consideration by the Board of Education; and

WHEREAS, the Board of Education has considered Board policy, the Charter Schools Act, testimony and written submissions from the public, the recommendations of the Accountability Committee and District staff; and

WHEREAS, the Charter Schools Act, § 22-30.5-105, C.R.S., provides that the agreement between a charter school and a school district regarding the administration, governance, and operation of the charter school be set forth in a contract; and

WHEREAS, the Board of Education finds that the conditional approval of the concept of the charter school is consistent with the best interests of the District, its students, and the community.

THEREFORE, BE IT RESOLVED by the Board of Education of the Jefferson County School District No. R-1, County of Jefferson, State of Colorado, that the application for Excel Academy as a charter school is conditionally granted subject to the following terms and conditions:

1. This grant is conditioned upon the negotiation and execution of a contract acceptable to the charter applicant and the Board of Education. This conditional grant does not constitute approval or acceptance by the Board of Education of any element or provision of the charter application, including, but not limited to, requested waivers of Board policy or state regulations.
2. This grant is also conditioned upon the securing by the charter applicant of a satisfactory site for the school, within the confines of the proposed budget and available funding, which meets all requirements for safety and adequacy for its use as a school building, as demonstrated by the charter applicant through appropriate inspections.

3. This grant is also conditioned upon the production by the charter applicants of satisfactory evidence that safety issues regarding street crossings, playground and parking areas have been addressed, that the school administrator will have the necessary qualifications and experience to handle effectively the complex issues involved in management of a new school and evidence that teachers with mastery of enrichment teaching skills are available and willing to teach at Excel Academy.
4. This grant is also conditioned upon modification of the admissions process and requirements in the charter application to assure that no student is denied admission to the school-based solely upon a parent's inability to fulfill service or volunteer requirements or other parental qualifications.
5. This grant is conditioned upon the establishment of admissions procedures designed to assure that no student is denied admission based solely on the existence of a disability, which will, in the case of students with disabilities provide for admission and placement decisions to be made on the basis of individual needs, by a properly constituted staffing team, in accordance with applicable federal and state law.
6. This grant is also conditioned upon the charter applicant's agreement that students who are residents of the School District will have priority in admission, no out-of-District student will be admitted while there are resident students on the charter school's waiting list, and that no out-of-District student will be admitted after March 1 of the prior academic year. The enrollment for the school shall be capped at 126 students, and the enrollment deadline shall be May 1, for the first year of operation.
7. The charter school shall be funded at no more than eighty-five percent (85%) of the District per pupil operating revenues for the first year of operation. The governing board of the charter school may request that a portion of this funding be advanced for start-up costs. Funding will be re-evaluated after the first year and may be less than eighty-five percent of the District per pupil operating revenue for succeeding years of operation. Special education services will be available to the charter school in accordance with a fee schedule available to the charter schools in the District.
8. It is the intent of the Board of Education that the charter school is approved for a term of three years,

subject to the negotiation of contract provisions
consistent with Amendment 1.

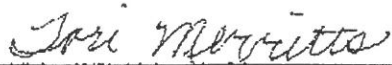
Adopted the 6th day of April, 1995.

JEFFERSON COUNTY SCHOOL DISTRICT
NO. R-1

By: 

David R. DiGiacomo
President, Board of Education

Attest:



Tori Merritts
Secretary, Board of Education

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