

**AMENDMENT NO. 1 TO CHARTER SCHOOL CONTRACT
(NORTH ROUTT COMMUNITY CHARTER SCHOOL)**

THIS AMENDMENT NO. 1 TO CHARTER SCHOOL CONTRACT ("Amendment No. 1"), dated as of the 23 day of September, 2024, is made and entered into between Steamboat Springs School District RE-2 ("District") and North Routt Community Charter School ("Charter School"), a Colorado nonprofit corporation, (collectively, the "Parties").

WHEREAS, the Parties entered in a Charter School Contract effective July 1, 2020 through June 30, 2025; and

WHEREAS, the Charter School is required, under applicable federal and state law, the terms of the Charter School Contract, and various District policies, to provide special education services to its students required by those respective authorities; and

WHEREAS, under C.R.S. § 22-20-106(1)(a), the District serves as the Local Educational Agency ("LEA") and, effective July 1, 2024, the Administrative Unit ("AU") for the Charter School with regard to special education and other matters; and

WHEREAS, the Parties desire to amend the Charter School Contract with respect to the duties and obligations regarding the provision and funding of special education services pursuant to the Individuals with Education Act ("IDEA"), 20 U.S.C. §§1400 *et seq.*, and Colorado's Exceptional Children's Education Act ("ECEA"), C.R.S. §§ 22-20-101 *et seq.*

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, incorporated by this reference and their mutual covenants contained herein, the Parties agree as follows:

- A. Section 6.F. (Individualized Education Plans), 6.I. (Students with Disabilities), and 11.E.b. (Retention of Funds regarding NW BOCES Assessment) are deleted and replaced in its entirety by the following:

The Charter School agrees to comply with all District policies and the requirements of federal and state law concerning the education of children with disabilities.

- (i) General Responsibilities. The District and the Charter School agree to the following general duties and obligations.

(A) The Charter School shall:

1. Adhere to the applicable provisions of the IDEA, ECEA, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), the District's policies, procedures, and requirements, as they may be amended from time to time, and the terms of the Charter School Contract;

2. Assure that its students with disabilities are afforded a free appropriate public education, including assuring special education and related services are provided as part of the regular school day in the student's least restrictive environment appropriate for their needs;
3. Ensure that no student otherwise eligible to enroll in the Charter School will be denied enrollment on the basis of the student's special education status;
4. Comply with the applicable requirements and mandates of the U.S. Department of Education, its Office for Civil Rights, the U.S. Department of Justice, and the Colorado Department of Education;
5. Follow and implement the procedures established by the District's Special Education Director, or designee;
6. Neither establish nor carry out any support services, policies, or practices that conflict with the District's policies;
7. Employ or contract with all requisite licensed and credentialed special education personnel;
8. Assign appropriately licensed and trained special education support staff, including paraprofessionals, as necessary to meet a student's needs;
9. Bear all costs associated with the special education-related personnel described in the preceding two paragraphs, above;
10. Develop, maintain, and review assessments and individualized education programs ("IEPs") in any format required by the District, in accordance with federal law, state laws, and the Charter Contract;
11. Track attendance for each student using the student information system, to be reported and certified according to applicable state law and regulation, and provide attendance data to the District upon request;
12. Participate in the state quality assurance process for special education (e.g., verification reviews, coordinated compliance self-reviews, complaints monitoring, and procedural safeguards); and

13. Participate in any mandatory special education training offered or provided by the District.

(B) The District shall:

1. After deducting the costs identified in section 2. below, allocate a proportionate share of funding provided under the ECEA and IDEA, calculated in accordance with the formulas for Tier A and Tier B students as defined by the Colorado Department of Education, for the number of special education students at the School eligible for funding under Tier A and under Tier B.

Funding, less services used as described below, shall be provided in June of the current fiscal.

2. The Charter School shall pay for services used as described below:

- a. \$15 for each consumable testing protocol and each piece of equipment (if available) checked out from the District;
- b. \$75 per hour for special services provided by the District to the Charter School, including the following services: speech/language pathologist, occupational therapist, school psychologist, vision/hard of hearing screening/services, assistive technology services, behavior support team services, autism support services, school to work alliance program services, audiology services, and other related services; and
- c. \$100 per hour of Exceptional Student Services administrative team support.

3. Provide information to the Charter School regarding the District's special education decisions, policies, and procedures to the same extent as they are provided to other schools within the District; and

4. Make available to the Charter School's staff such training opportunities or information regarding special education as are made available to other District staff.

5. Make available second level vision and hearing screening follow-up services.

(ii) Oversight. The District and the Charter School agree to the following terms of supervision, support, and enforcement.

- (A) As the LEA and AU for the Charter School, the District will determine the policies and procedures necessary to ensure that the protections of the IDEA and ECEA extend to all public-school students in the District's schools, including the Charter School.
- (B) The District's Director of Special Education or designee shall maintain the same administrative authority, pursuant to C.R.S. § 22-20-106 and regulations thereunder, as in all other District schools.
- (C) The District will track, oversee, and monitor the Charter School's compliance with federal and state laws and the District's procedures and policies. The District may direct such changes as necessary to comply with federal or state law or policies, or District policies or procedures, concerning the Charter School's referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, development and implementation of IEPs, manifestation determination reviews, and any other processes or procedures pertaining to students with disabilities arising out of federal and state law.
- (D) The District will periodically meet with the Charter School's special education staff or coordinator to familiarize itself with the Charter School's special education program and communicate any pertinent information, guidance, or directives to the Charter School.
- (E) On an ongoing basis, the District will assess the performance of the Charter School regarding the provision of special education services. If the District finds that the Charter School's performance with regards to special education to be deficient, the District may take remedial steps. Such steps may include, but will not be limited to, increasing the District's level of oversight of the Charter School.
- (F) Should the District determine that any remedial steps are necessary, in accordance with the Charter School Contract and the District's policies, the District will oversee implementation of the remedial steps.
- (G) In instances where the District assumes responsibility for tasks that would otherwise be carried out by the Charter School under this Charter School Contract relating to the provision of special education services, the District may retain commensurate funds. Such circumstances are expected to be highly unusual.
- (H) The District shall monitor all school-level administrative, compliance, and programmatic tasks with regard to special education, and shall have the authority to enforce the requirement that the special education

program of the Charter School is effectively and lawfully carried out and that the needs of students with disabilities are met.

- (I) The District reserves the right to jointly direct with the Charter School the development or modification of any IEP for special education students enrolled at the Charter School.
- (J) The Charter School shall adopt and utilize the District-approved student IEP plan management system for maintaining copies of assessments and IEP materials, and shall upload required signature pages, reports from outside provider, and other documents considered by the IEP team. Upon request, the Charter School shall provide this information to the District for its review.
- (K) The Charter School shall submit to the District all required reports in a timely manner, allowing a reasonable time for response, as needed to comply with applicable federal and state laws.
- (L) The Charter School is responsible for the appropriate management of its special education budgets, personnel, programs, and services in accordance with state and federal law, which includes the requirement that special education funding received be used only for allowable special education purposes. The District reserves the right to audit and direct the use of special education funds provided to the Charter School to ensure compliance with program and fiscal requirements.
- (M) Upon request by the District, the Charter School shall provide all requested or appropriate documentation to demonstrate the licensure status of the Charter School's personnel and contractors providing special education and related services, including documentation of the training received by said personnel and contractors, as well as documentation of the steps taken by the Charter School to comply with applicable credentialing requirements. The Charter School shall promptly provide the District with documentation that updates this information during the course of the school year, to the extent that the Charter School has changes in its personnel, contractors, or training.
- (N) The Charter School shall implement assessment and standardized testing procedures, including guidelines for modifications and adaptations for assessments, and procedures for gathering student progress on IEP goals.
- (O) In the event of any disagreement between the Charter School and the District with regards to the duties of the Charter School under this Charter School Contract, the District's reasonable interpretation of those duties and its good faith assessment of the sufficiency of the

Charter School's actions in carrying them out shall be binding. The District's Director of Special Education's final decision shall not be subject to dispute resolution under this Contract.

(III) Admission Process and Procedures for Enrollment of Students with Disabilities.

- (A) The Charter School shall conduct its admission process, including any lottery or similar process, without inquiry into the disability status of students.
- (B) Following receipt of an application for enrollment and the student's admission to the Charter School, the Charter School and the District shall determine whether a student has been identified as a child with disabilities eligible for special education and related services pursuant to the IDEA or an individual with a disability under Section 504, and/or the ADA. If so, the Parties shall obtain a copy of the most recent IEP or Section 504 plan.
- (C) The Charter School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA, and who are not eligible for special education and related services under the IDEA, and that nothing in this Charter School Contract shall be construed to require the District to provide services or accommodations to those students.
- (D) When a student has an IEP, a properly constituted IEP team shall be convened to determine whether the student can receive a free appropriate public education in the least restrictive environment at the Charter School and, if so, what services are to be provided by the Charter School's teaching staff and what services will be provided by the District, if any. The Charter School shall provide reasonable advance notice of the IEP team meeting to the District's Director of Special Education and said Director or designee may attend the meeting. For District resident students, if the determination is that FAPE is not available at the Charter School, the student will be reassigned back to the student's home school and/or District program to ensure FAPE. For non-district resident applicants, if FAPE is not available at the Charter School, the student's enrollment shall be denied and the student will be remanded back to their district of residence, which is responsible for FAPE. Every student who is admitted with an IEP from the student's previous school shall be placed directly in a program that meets the requirements of that IEP,

unless and until a review staffing by the IEP team is held and the IEP is changed.

- (E) Enrollment at the Charter School may be denied for a student with disabilities in the same manner and for the same reasons as enrollment may be denied for a student without disabilities.
- (F) If a non-resident student with disabilities enrolled in the Charter School is one for whom tuition may be charged or excess costs collected as contemplated in C.R.S. § 22-20-109(4)(a), the Charter School is entitled to collect and retain said monies on behalf of the Charter School. Neither the District nor the Charter School shall be responsible for providing transportation for any non-resident student with disabilities.

(iv) Assessments.

- (A) The IDEA referral process shall include team meetings (1) to review prior interventions, accommodations, and modifications and (2) to recommend further interventions, accommodations, and modifications, as appropriate. The referral process shall be supported by documented interventions, such as the Multi-Tiered Systems of Support model approach, using data to identify student strengths and weaknesses or as otherwise appropriate so long as the approach is consistent with state and federal law. Such a referral process cannot be used to delay or deny an evaluation for a child suspected of having a disability.
- (B) Upon observation, review of accumulated data, and review of records, the Charter School may determine that assessment is necessary to determine possible eligibility for special education and related services.
- (C) Upon referral for an assessment by the Charter School, the District, the student's parents, or any third-party with knowledge or special expertise about the child and invited by the parent, District, or the Charter School will convene a meeting to review and discuss the request to agree or deny the request for assessment, in light of the student records, acquired data, and student performance. If the Charter School determines that assessment for special education eligibility is not warranted, then prior written notice must be given to the parent/guardian with a clear rationale for such refusal within a reasonable timeframe of the initial evaluation request. If the Charter School determines that there are suspected disabilities, then the Charter School must develop an assessment plan, utilizing the District's assessment process. The assessment plan shall describe the types of assessments that may be used to determine the eligibility of

students for special education instruction and services. Assessments shall be conducted by the Charter School, within legal timelines, after receiving the parents' written consent.

- (D) For each student assessed, the Charter School shall conduct an IEP team meeting that includes required team members and notice to the District's Director of Special Education within mandated timelines, to discuss assessment results, determine eligibility, and (if eligible) specify special education instruction and services. The IEP team convened at the Charter School will make decisions regarding eligibility, goals, program (including staffing and methodology), placement at the school, and exit from special education, subject to the District's Director of Special Education's right to review and approve.
- (E) If a parent disagrees with the Charter School's evaluation and requests an independent educational evaluation ("IEE") pursuant to 34 C.F.R. § 300.502, such a referral must be forwarded to the District's Director of Special Education within two (2) business days. The Charter School is solely responsible for funding any costs associated with the requested IEE.

(v) Alternative Placements.

- (A) In the unusual event that, after a student is enrolled in the Charter School, the IEP team determines that the Charter School cannot provide a FAPE at the Charter School in accordance with the student's IEP, the Charter School shall contact the District to discuss alternative educational placements. The Charter School shall pay to the District the pro-rata tuition costs associated with an out-of-district placement of the Charter School student. The District's Director of Special Education is responsible for overseeing all out-of-district placements and for maintaining all records for federal and state reporting related to students placed out-of-district
- (B) The IEP team convened at the Charter School shall have the authority to make offers of FAPE and recommendations regarding the staffing and methodology used to provide special education and related services at the Charter School.

(vi) Staffing Requirements.

- (A) The Charter School shall ensure that the teachers and other persons who provide services to students with disabilities are knowledgeable of the content of students' IEPs. Staffing assignments shall be determined by the Charter School. Staffing ratios shall be determined by the Charter School in consultation with and subject to the authority

of the District's Director of Special Education. The Charter School may employ a school-based special education coordinator empowered with decisional authority over implementation matters at the Charter School, subject to the authority of the District's Director of Special Education as provided in this Charter School Contract.

- (B) The Charter School shall provide planned staff development activities and participate in available and mandatory District training to support access by students with disabilities to the general education classroom, general education curriculum, integration of instructional strategies and curriculum adaptations to address diverse learners, and instructional and non-instructional time with non-disabled peers.

(vii) Complaints.

- (A) In the event of a complaint involving a student with an IEP or Section 504 Plan, the Charter School shall inform the District's Director of Special Education within three (3) business days of the receipt of the complaint. If the District receives a complaint about the Charter School's provision of special education services, the District agrees to notify the School within three (3) business days of receipt of the complaint.
- (B) For all complaints or investigations, including due process hearings, state or federal agency investigations, and other legal proceedings or actions, involving special education, the Charter School is responsible for its own representation and any associated costs.
- (C) The Charter School shall be responsible for satisfying any award by a due process hearing officer, a court, a state or federal agency, or a settlement agreement, if such award is based on any allegation that the Charter School failed to fulfill its duties under state and federal special education laws and regulations. This obligation may include, without limitation, any award of (i) prospective special education and related services, (ii) compensatory education, (iii) reimbursement for parents/guardians' out-of-pocket costs, and (iv) parents' attorneys' fees and costs. This obligation may be based on, without limitation, allegations concerning (i) identifying students with disabilities, (ii) assessing students, (iii) conducting IEP team meetings, (iv) developing appropriate IEPs, (v) implementing IEPs, and (vi) disciplining students with disabilities. Through insurance, reserve funds, or other reasonable means, the Charter School shall assure that appropriate funds are available to meet such obligations.
- (D) The District shall be responsible for satisfying or sharing responsibility for an obligation, as described in the preceding paragraph, only when

the award is based on any allegation that the District failed to fulfill its own, independent and non-derivative duties under state and federal special education laws and regulations.

(viii) Discipline.

(A) The Charter School shall comply with state and federal laws, including the IDEA and ECEA, regarding discipline of students with disabilities. For any special education student, the Charter School will consult with the District's Director of Special Education prior to convening a manifestation determination review meeting, recommending expulsion, or prior to the eleventh (11) day of removal from class within an academic year. The Charter School agrees to include positive behavioral interventions in its discipline procedures and to conduct functional behavior assessments and create behavior intervention plans for students with disabilities when required for the student to receive FAPE. The Charter School will collect data on the number of special education students who receive out-of-school or in-school suspensions or expelled. This data shall be provided to the District's Director of Special Education by June 1.

B. Ratification. Except as expressly modified herein, the Charter Contract remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Amendment No. 1 has been approved by the District and the Charter School as of the date first above written.

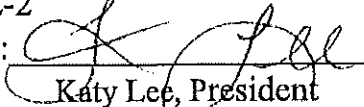
NORTH ROUNTT COMMUNITY CHARTER
SCHOOL,
a Colorado non-profit corporation


By: Kim Smith
Kim Smith, President
Board of Directors

ATTEST:

Secretary

STEAMBOAT SPRINGS SCHOOL DISTRICT
RE-2

By: 
Katy Lee, President
Board of Education

ATTEST:

Secretary

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