

## CHARTER SCHOOL CONTRACT

THIS CHARTER SCHOOL CONTRACT ("Contract"), is entered into for a term commencing the first day of July, 2025, and is made and entered by and between the BOULDER VALLEY SCHOOL DISTRICT RE-2 ("School District" or "District"), by its Board of Education and PEAK TO PEAK CHARTER SCHOOLS, INC., a Colorado nonprofit corporation charter school ("Peak to Peak" or "School"), by its Board of Directors.

### RECITALS

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

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

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

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

WHEREAS, the charter was renewed (i) for a five-year term commencing on July 1, 2005, (ii) for a five-year term commencing on July 1, 2010, and (iii) for a ten-year term commencing on July 1, 2015, and in connection with each such renewal, the Board approved a revised Charter School Contract; and

WHEREAS, Peak to Peak timely filed a renewal application (attached as Exhibit A) for a fourth renewal of the charter for a term to commence as of July 1, 2025 (the "Renewal Application"); and

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

WHEREAS, on January 14, 2025 and January 21, 2025, the Board considered the Renewal Application, found that renewal of the charter was in the best interests of the students, the School District, and the community and, adopted a Resolution, dated January 28, 2025 (the "Resolution") (incorporated as Exhibit B) approving the Renewal Application

and approved the renewal of the charter for an additional term of five (5) years under the terms and conditions contained in this Contract.

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

## AGREEMENT

### **Educational Program**

1. Mission Statement. The statement and reflection contained in the Mission Statement Section of Peak to Peak's Renewal Application (pages 1-2) is accepted by the School District.
2. Program Characteristics. The description of Peak to Peak's Educational Program set forth in the Renewal Application (pages 3-10) are accepted by the School District, as amended by this Contract and applicable law and School District Policy, and subject to the conditions set forth below:
  - a. Student Attendance, Conduct, and Discipline. Peak to Peak may adopt its own written attendance policy and shall be granted a waiver from the School District's policy, so long as Peak to Peak's policy is in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences. Peak to Peak has adopted and may revise its own written policies concerning standards of student conduct and student discipline and shall be granted a waiver from corresponding School District Policy so long as the policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student and with the School District's commitment to appropriate, proportionate, and restorative discipline practices.

Unless services are purchased from the School District, any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of Peak to Peak. Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the School District as a result of Peak to Peak's payment for those services as provided in this Contract. The parties acknowledge that Peak to Peak is purchasing all general educational services required by law to be provided to suspended or expelled students as Purchased Services, as set forth under the section entitled "Miscellaneous Legal Obligations" on Attachment D.

- b. Nondiscriminatory School Culture. Peak to Peak's program, policies, and practices shall promote principles of nondiscrimination and nonharassment of students as articulated in the Renewal Application (pp. 13-14). Peak to Peak will comply with all School District standards regarding school climate; will

participate in the Boulder Valley School District School Climate Survey; and will utilize the information obtained from the surveys to evaluate its school climate and its policies and procedures related to the same. During the Contract term, Peak to Peak will continue to implement and enforce anti-bullying and anti-harassment measures to promote a positive school climate for all students. Peak to Peak will incorporate in its public complaints policy a mechanism for parents and students who are dissatisfied with any school climate issues to seek redress with the Peak to Peak Board of Directors. Peak to Peak's failure to implement and enforce anti-bullying and anti-harassment measures to promote a positive school climate for all students shall constitute a material breach of the contract.

- c. Student Welfare and Safety. Peak to Peak shall comply with all School District Policies and with all applicable federal and state laws concerning student welfare, safety, and health, including without limitation those addressing the reporting of child abuse, accident prevention and disaster response, crisis management plans, implementation of a Safe School Plan as required by C.R.S. § 22-32-109.1(2), laws governing incidents of school violence under C.R.S. § 24-10-106.3, suicide risk reviews, threat assessments, and any applicable state regulations governing the operation of school facilities. Peak to Peak shall work with the School District's Safety and Security team and follow such health and safety directives as may be required. Administration and execution of such policies and laws will be accomplished by Peak to Peak's administration.

3. Accountability and Accreditation. Peak to Peak shall operate under the auspices of, and be accountable to, the School District and the Board, and shall be subject to all School District Policies and state and federal law, unless specifically waived. Peak to Peak shall comply with the educational accountability provisions of Colorado and federal law; and the terms of any Accreditation Contract between the School District and the State Board.

Peak to Peak shall maintain a rating of improvement or above, (or the equivalent, if the law is amended), as demonstrated on any school accountability report issued by the state or as measured by School District assessments. If Peak to Peak receives a rating below these expectations on any school accountability report issued by the state for two consecutive years, the Board may deem that such ratings constitute a material breach of this Contract, grounds for termination of the Contract, and/or grounds for denying a renewal application. Alternatively, in lieu of termination, the Board may permit Peak to Peak to continue with additional support and intervention by the School District.

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

5. Educational Program, Pupil Performance Standards, and Curriculum. The educational program, pupil performance standards, and curriculum described in the Renewal Application (pages 6-10) is accepted and subject to the conditions set forth in this Contract. Peak to Peak's educational program does not include an on-line program, pursuant to C.R.S.

§ 22-30.7-101 et seq., and such a program will not be implemented by Peak to Peak without advance Board approval. This section does not limit Peak to Peak's ability to serve students remotely when required by health and safety protocols.

- a. Curriculum. Peak to Peak's curriculum and instructional programs, as reviewed by the Board and contained within the Renewal Application, are approved and to be implemented subject to the conditions in this Contract and applicable policy. Peak to Peak shall seek Board approval for any significant and material changes, and as may be required by applicable School District Policy.
  - i. Peak to Peak shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law, including, without limitation, requirements regarding content standards. By August 1 of each year or as otherwise mutually agreed, Peak to Peak will have available and provide to the Superintendent upon request a summary of its yearly curriculum plan for the ensuing school year in order to determine that the plan is consistent with the Peak to Peak charter and Renewal Application. Prior to commencement of instructional programs in Peak to Peak based upon any curriculum or program delivery system materially different from the Renewal Application and approval in this Contract, Peak to Peak shall provide written evidence reasonably acceptable to the School District of the complete scope and year-by-year sequence of such program of instruction. The intent of this requirement is to ensure that students of Peak to Peak continue to have sound educational foundations that meet or exceed state-approved content standards for applicable courses. Peak to Peak's courses shall also meet or exceed the content standards of the School District, as approved from time to time by the Board of Education and shall be implemented so as to allow for assessment of subject area proficiency in a manner and at times that are consistent with state law, as implemented by the School District.
  - ii. Peak to Peak agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board, including, without limitation, instruction in the areas of state and federal history and civil government, C.R.S. § 22-1-104; honor and use of the United States flag, C.R.S. § 22-1-106; the federal Constitution, C.R.S. § 22-1-108; and the effect of use of alcohol and controlled substances, C.R.S. § 22-1-110.
  - iii. Peak to Peak may adopt its own postsecondary and workforce readiness program in compliance with C.R.S. § 22-7-1000 et seq.

- iv. Peak to Peak shall keep in force a process, approved by the School District, for resolving public complaints, including complaints regarding curriculum, that provides an opportunity to be heard and an appeal process similar to current School District policies and procedures, except that the final administrative appeal shall be heard by the Peak to Peak Board of Directors or its designee(s), rather than the BVSD Board.

6. Enrollment

- a. Enrollment Practices. Enrollment shall be open to any child who resides within the School District and to any child who resides outside the School District subject to compliance with Colorado open enrollment statutes, School District Policy, other applicable federal and state law, and this Contract. Peak to Peak and students enrolling in Peak to Peak are subject to and, except as provided below, shall comply with the School District's open enrollment policy, specifically including the established preferences and criteria, beginning in the 2025-2026 school year for enrollment beginning in the 2026-2027 school year. Notwithstanding the preceding sentence, Peak to Peak may modify its enrollment policy to the extent necessary to comply with the federal requirements for receiving certain federal grants, including without limitation the Charter School Facility Assistance Program, with the Board's approval. If these modifications result in a conflict with BVSD Board Policy on open enrollment, then Peak to Peak's proposed Policy shall be considered by the BVSD Board through the Board's waiver process. If allowed under federal requirements for receiving certain federal grants, Peak to Peak may continue to use an income eligibility preference for low-income students to achieve a low-income student population proportionate to the School District's population. Denial of admission shall be handled consistent with state law, this Contract, and School District Policy.
- b. Total Funded Enrollment. The School District and Peak to Peak agree that, for the term of this Agreement, the School's total funded enrollment shall be established on an annual basis consistent with Colorado law. Prior to May 1 of each year, Peak to Peak shall determine the desired number of students ("Student Target") to be enrolled at Peak to Peak for the following school year. The Student Target for any year may not exceed the capacity of the School's facilities and site. At this time, Peak to Peak's total funded enrollment shall be no greater than 1,445 full-time equivalent students ("Student FTEs"). This limitation on the number of enrolled and funded students is based on the current capacity of Peak to Peak's facilities and site. The Board acknowledges that Peak to Peak is considering an expansion to its facilities to permit Peak to Peak to accommodate a higher number of Student FTEs. If Peak to Peak proceeds with the expansion of the capacity of its facilities during the term of this Contract, the total funded enrollment of Student FTEs will increase to 1,500 funded Student FTEs.

- c. Enrollment Window. Peak to Peak may enroll students from its wait list up to the opening date of the enrollment count “window,” as defined by CDE and the provisions of the Finance Act for purposes of determining eligibility for Peak to Peak funding and after the funding deadline for the remainder of the year may enroll students who will not be eligible for funding. In the event Peak to Peak’s enrollment drops during the school year, Peak to Peak may accept students to fill available positions in order to stay as close as possible to the enrollment limit.
- d. School Level Configurations. Within the funded enrollment, Peak to Peak’s enrollment targets for Student FTEs are as follows: (i) elementary school target: 450 Student FTEs; and (ii) middle and high school target: 995 Student FTEs. If Peak to Peak expands its facility capacity pursuant to Section 6.b then the enrollment targets will be (i) elementary school target: 450 Student FTEs; and (ii) middle and high school target: 1050 Student FTEs. In any event, the funded enrollment shall not exceed the total funded enrollment limit provided in Section 6.b.
- e. Bond Construction Agreements. In 2015, the School District and Peak to Peak entered into a Charter School Capital Construction Funding Agreement (the “2015 Construction Funding Agreement”), and in 2024, the School District and Peak to Peak entered into a Charter School Capital Construction Funding Agreement (the “2024 Construction Funding Agreement”, and together with the 2015 Construction Funding Agreement, the “Construction Funding Agreements”). The Construction Funding Agreements provided certain terms and conditions under which Peak to Peak accepted and utilized bond funds. Peak to Peak represents and warrants that the funds received pursuant to the Construction Funding Agreements were used for the purposes set forth therein and were not used for the purpose of expanding the capacity of the Peak to Peak facilities. Any expansion of facilities in the manner contemplated in Section 6.b of this Contract shall utilize separate funding sources and shall not utilize the bond funds received pursuant to the Construction Funding Agreements. Nothing in this Contract alters the obligations of the Construction Funding Agreements.

7. Education of Students with Disabilities.

- a. Peak to Peak agrees to comply with School District Policy and the requirements of federal and state law concerning the nondiscriminatory enrollment and offer of an appropriate education to students with disabilities by providing special education and related services. Peak to Peak shall comply with this obligation by continuing to implement a hybrid model including direct delivery of some services and contracting with the School District to provide certain special education and related services. With this model, Peak to Peak’s responsibilities include identifying its own special education staffing

needs, hiring qualified staff members, and ensuring that IEP requirements are fulfilled with fidelity, except for those services to be provided by the School District ("Peak to Peak Special Education Services"). The School District's responsibilities include providing oversight to ensure legal compliance and support as needed, as well as delivering certain purchased special education and related services, including Special Services Providers, as outlined in Attachment G and Attachment D ("School District Special Education Services"). The School District will also invite the Peak to Peak Special Education staff to participate at no cost in the School District's trainings that are offered to BVSD staff at no cost.

- b. The per-pupil costs for Special Education will be calculated by adding the School District's total costs for providing special education services in the School District in several categories divided by the School District's total enrollment, and then multiplied by Peak to Peak's total funded Student FTE, as described in Attachments G and D ("Special Education Costs"). As part of the unique hybrid model, Peak to Peak agrees to purchase the central services, and a portion of the Special Education school programs costs, specifically the costs of the School District's intensive special education programs. Peak to Peak will not purchase the moderate needs program in the pilot year. Peak to Peak will receive, as a credit against such Special Education Costs a proportionate share of any actual and received excess costs for non-resident students. For purposes of calculating Special Education Costs, any funds the School District appropriates in to a reserve account will not be charged to Peak to Peak unless or until the costs are incurred and includable under the terms of this Agreement.
- c. Following admission, pursuant to 1 CCR 301-8 (4.03)(8)(b)(iv), of a student, Peak to Peak and the School District shall determine whether the student has been identified as a child with disabilities eligible for special education and related services under the Individuals with Disabilities Education Act ("IDEA"). If so, the parties shall obtain a copy of the student's individualized education program ("IEP"). A properly constituted staffing team shall be convened to determine whether Peak to Peak can offer the student a free appropriate public education (FAPE) under federal and state law and, if so, then that student will be educated at Peak to Peak with Peak to Peak providing the Peak to Peak Special Education Services and the School District providing the School District Special Education Services. If the staffing team is unsure or does not believe Peak to Peak is the appropriate setting for the student to receive an offer of FAPE, then a properly constituted IEP team meeting shall be held to determine an offer of FAPE.
- d. Where a student's special education needs can be appropriately met by Peak to Peak certified staff, the student(s) needing such services will receive them, to the extent appropriate, on the Peak to Peak campus.

- e. If through the IEP process and in accordance with applicable law a Peak to Peak student requires transportation as a related service, Peak to Peak shall be responsible for funding and providing such services.
- f. If, after enrolling a student and receiving per pupil revenue for the student, an IEP team, which will include representation from the School District and an invitation to the Parent(s), determines that a student's offer of FAPE cannot be made in the Peak to Peak setting, the IEP team will make the offer of FAPE in a School District setting and in a manner consistent with the School District's approach for other schools of the School District, and Peak to Peak shall be responsible for the actual costs incurred by the School District in providing the student with FAPE for the remainder of the school year, less (i) any state and federal funding actually received by the School District for such student that would have otherwise gone to Peak to Peak for the provision of services to the student, and (ii) the total amount Peak to Peak pays for Special Education-Schools services annually for providing services in the type of school in which the student receives services.
- g. In the event of a disagreement between Peak to Peak and the School District as to any and all aspects of the acceptance, placement or education of a student with disabilities, the School District's Executive Director of Special Education, after consultation with Peak to Peak's leadership, shall make the final decision that shall not be subject to dispute resolution under this Contract in the same manner as would occur with other School District schools.

8. Section 504. As a recipient of federal funds, Peak to Peak is responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for protections under that law. Peak to Peak shall comply with its obligations by identifying a Section 504 Coordinator for the school who shall participate in any mandatory Section 504 trainings (at no cost) provided by the School District, and by developing a written Section 504 plan for any student eligible for such a plan. The School District's Section 504 Coordinator may review Peak to Peak's referral process, evaluations, reevaluations, programming and provision of services for students eligible for protections under Section 504 and direct such changes as the Section 504 Coordinator may deem necessary, provided that the failure of the School District's Section 504 Coordinator to direct any change shall not make the School District legally or financially responsible for Peak to Peak's noncompliance.

9. Education of Multi Language Learners. Peak to Peak agrees to comply with School District Policy and the requirements of federal and state law concerning the education of children who are multi language or English language learners (MLL or ELL). Peak to Peak will provide appropriate MLL/ELL services directly to Peak to Peak students ("Peak to Peak MLL/ELL Services") with oversight and certain centralized services, including eligibility testing and any federal, state and local reporting, being provided by the School District as

outlined in Attachments G and D (“School District MLL/ELL Services”). Under this hybrid model, Peak to Peak will purchase only the ELL- Central costs, which will be calculated by adding the School District’s total central costs for providing MLL/ELL Services in the School District divided by the School District’s total enrollment, and then multiplied by Peak to Peak’s total funded Student FTE, as provided in Attachment D (“ELL Costs”). Peak to Peak will receive a proportionate share of any state and federal MLL/ELL education funding received by the School District for eligible ELL students that Peak to Peak serves directly, based on the ELL student count reported to CDE for the current fiscal year. For purposes of this section, eligible ELL students receiving services are students who are Non-English Proficient and Limited English Proficient and are not in a monitoring only status. In the event that Peak to Peak desires to purchase additional MLL/ELL services through the School District in the future, then the relevant areas of this contract and costs will be subject to negotiation and mutual agreement of the parties.

10. Education of Gifted and Talented Learners.

- a. Peak to Peak agrees to comply with School District Policy and the requirements of federal and state law concerning the education of children who are Gifted and Talented (“GT”) Learners. Unless otherwise agreed by the Board of Education, Peak to Peak shall comply with this obligation by contracting with the School District to provide GT Services, as described in Attachment G and D, (“School District GT Services”) during the term of this Contract. Under this insured model, the cost to Peak to Peak for provision of the School District GT Services is determined as shown on the spreadsheet attached and incorporated as Attachment D (“GT Costs”).
- b. Where a student's need for GT services can be appropriately met by Peak to Peak certified staff, the student(s) needing such services will receive them, to the extent appropriate, on the Peak to Peak campus. To the extent that GT services are required that cannot be provided by Peak to Peak, the School District will provide those services or supports in a manner consistent with the School District’s approach for non-charter schools of the School District.

11. Responsibility for General Education. For all students, Peak to Peak shall remain solely responsible for the costs of providing those services required under an IEP and that are typically provided by general education classroom teachers through the general education classroom program, including, without limitation, the cost of the classroom teacher, typical classroom supplies and services, and supplies generally made available to all students. Peak to Peak and the School District shall both be responsible for ensuring that their respective employees properly carry out the applicable requirements of each IEP.

12. Tuition and Fees. Tuition may not be charged to students who reside in the School District, other than for optional before- and after-school programs, intersession programs, summer programs, early childhood programs not funded by the State, summer school, and travel programs administered by Peak to Peak, consistent with the provisions of C.R.S. § 22-32-118. In the case of enrollment of a nonresident student with disabilities in Peak to Peak, the School District may collect excess costs from the school district of residence pursuant to

guidelines developed by CDE in accordance with C.R.S. § 22-20-109(5) and apply such amounts toward reducing the School District's overall cost of providing special education services. Student fees may be charged by Peak to Peak so long as such fees are in accordance with applicable Colorado law and regulations including, but not limited to, the provisions of C.R.S. §§ 22-32-110(1)(o) and (p) and 22-32-117 and School District Policy and regulations. Peak to Peak shall provide to the School District a schedule of all proposed fees for the following school year by May 1 of each year.

Peak to Peak shall waive all fees for income eligible students in accordance with School District Policies JJFA and JN, and applicable federal and state law. If requested by the School District, Peak to Peak shall survey its student population for eligibility for free and reduced lunch and meal benefits under federal guidelines in accordance with State Board regulations. On all fee lists and schedules, Peak to Peak shall include notification of the policy of waiver of fees for income eligible students.

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

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

15. Evaluation of Pupil Performance and Procedures for Corrective Action. The Board accepts Peak to Peak's methods for evaluating pupil performance as contained in Section 2.1 of the Renewal Application (pages 6-18). The Board accepts Peak to Peak's proposal for the

use of multiple tools for assessment of student performance which shall include but not be limited to standardized achievement tests. Peak to Peak agrees to cooperate with School District administrators to coordinate testing and the reporting of test data with the School District's statistical reporting needs and to implement any testing requirements that may be required to meet the School District's obligations under the provisions of Colorado and federal law. Peak to Peak shall pay to the School District the pro-rata costs associated with all such tests and assessments such as, but not limited to, the cost of test booklets and scoring and tabulating results.

16. Annual Review. Peak to Peak shall participate, including providing information annually, in the School District's Annual Performance Review (APR) for School District charter schools as set forth in Board Policy LBD and LBD-R. As the Policy is currently written, Peak to Peak will report, unless the information is confidential under applicable law, using a School District template on the School's:

- a. progress in achieving the goals, objectives, pupil performance standards, content standards, targets for the measures used to determine the levels of attainment of the performance indicators, and the results achieved by the school's students on the assessments administered through the Colorado student assessment program, student attendance and discipline information;
- b. governance structure and operations, including personnel matters;
- c. most recent annual financial audit, including a disclosure of the costs of administration, instruction, and other spending categories for the charter school. The report must be understandable to the general public and allow comparison of such costs to other schools or other comparable organizations, in a format required by the state board of education; and,
- d. enrollment and discipline with specific consideration of the school's proportionality considering race, gender, and disability.

17. Access to Information. Peak to Peak shall be subject to a review of its operations and finances by the Board or a designee upon reasonable advance written notice.

### **Funding, Budget, and Annual Audit**

18. Funding Package. Subject to the total funded enrollment and other provisions of this Contract including, without limitation, Central Administrative Overhead (up to 5% of total PPR), Special Education Costs, ELL Costs, GT Costs, Direct Costs, Purchased Services (collectively the "School District Overhead and Services Costs") and so long as Peak to Peak is a School District charter school located within its boundaries, the School District shall provide funding for each funded student ("Student FTE") enrolled in Peak to Peak during each fiscal year of the term of the Charter as follows:

- a. 100 percent of the School's per pupil revenues ("PPR"), as defined by C.R.S. § 22-54-103(9.3) and that shall include per pupil amounts allocated by the General Assembly under Article IX, Section 17 of the Colorado Constitution ("Amendment 23") and as required by C.R.S. § 22- 30.5-112(2)(a)(III)(B), as amended from time to time; and
- b. Local mill levy revenue pursuant to the School District's then applicable House Bill 17-1375 Plan. Currently, per Board Resolution 18-21, House Bill 17-1375 Plan Relating to the Distribution of Local Mill Levy Override Revenue, adopted June 12, 2018 provides:

[T]he School District will ensure compliance with House Bill 17-1375 by distributing additional MLO revenue to each charter school authorized by the School District at a rate of 95% of the School District's additional MLO revenue (to the extent the language of voter approval permits) divided by the district-wide certified Funded Pupil Count multiplied by each charter school's certified Funded Pupil Count for the budget year.

- c. The term "enrolled" as used in this Contract shall be deemed to mean enrolled as of the counting dates or periods and in accordance with the requirements of the Public School Finance Act of 1994 or any successor act (the "Finance Act") and CDE regulations. Peak to Peak shall be subject to audit by CDE and by the School District of the count of students enrolled in Peak to Peak.
- d. The term "Central Administrative Overhead" as used in this Contract shall be deemed to mean those costs defined by Colorado statute , as "indirect costs incurred in providing: (A) Services listed under the heading of support services -- general administration in the school district chart of accounts as specified by rule of the state board; and (B) Salaries and benefits for administrative job classifications listed under the headings of support services -- business and support services --central in the school district chart of accounts as specified by rule of the state board." C.R.S. 22-30.5-112. This term also includes any costs authorized by applicable rule or case law.
- e. The term "Purchased Services" as used in this Contract shall be deemed to mean those costs defined by Colorado statute as those services for which "the charter school, at its discretion, may contract with the school district for ... in addition to those included in central administrative overhead costs, including but not limited to food services, custodial services, maintenance, curriculum, media services, and libraries." C.R.S. 22-30.5-112. This term also includes any costs authorized by applicable rule or case law. Unless otherwise established by this Agreement, the amount to be paid for purchased services, as required by law, shall be determined by dividing the cost of providing the service for the entire School District, as specified in the School District's

budget, by the number of students enrolled in the School District and multiplying said amount by the number of students enrolled in the charter school.

- f. The term “Direct Costs” as used in this Contract shall be deemed to mean those costs defined by Colorado law as “the direct costs incurred by a school district solely for the purpose of reviewing charter applications, negotiating the charter contract, and providing direct oversight to charter schools, [except it] shall not include the school district's legal or other costs attributable to litigation or the resolution of a dispute with a charter school.” C.R.S. 22-30.5-112. This term also includes any costs authorized by applicable rule or case law.
- g. The School and the School District agree to negotiate payment to the School District of the School’s share of the direct costs incurred by the School District for charter schools pursuant to C.R.S. § 22-30.5-112(2)(b.5). If the School and the District do not reach an agreement regarding the payment of direct costs prior to the end of a fiscal year, the School District may not withhold any moneys as reimbursement for direct costs unless authorized by law. The School District shall provide an itemized accounting to the School for the direct costs incurred by the School District. This term also includes any costs authorized by applicable rule or case law.
- h. The “School District Services” as used in this Contract shall mean, collectively, the School District ELL Services, School District Special Education Services, School District GT Services, and the services provided by the School District to Peak to Peak in connection with the Central Administrative Overhead, Purchased Services, and Direct Costs. Attachment G includes department listings and descriptions of School District Services. These attachments are intended as guidance that is updated regularly to reflect changes in law and practice, and do not create independent enforceable terms of this contract.

19. Payments. So long as Peak to Peak is not in material breach of this Contract, any funding provided by the School District will be made available to Peak to Peak throughout the year in equal monthly installments commencing on July 1 each year of the Contract, subject to the enrollment limits, adjustments or School District Overhead and Services Costs as provided in this Contract. The funding on July 1 will be based on the Board-approved Proposed Budget for the ensuing year. Funding will be adjusted after Board approval of the Revised Budget. Funding again will be adjusted after the official October count. When adjustments in funding are made, based upon these adjustment dates, any increases or decreases shall apply to the total school year but shall be spread over the remaining months of the fiscal year. Unless Peak to Peak purchases business services or as otherwise agreed by School and District leadership, the School District will only release funds to Peak to Peak after receiving funds from the state or federal agency.

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

21. Additional funding. With respect to categorical programs other than special education, ELL, and GT, Peak to Peak may apply for state and federal funding, if any, to the extent that Peak to Peak is serving students who are eligible for such aid, complies with the conditions and requirements of such programs and applicable law, fulfills the reporting requirements under such programs, and is not receiving services under such programs from the School District.

22. Reserve Account. Peak to Peak shall create a Special Education Reserve Account of \$150,000. This account shall be maintained as a financial reserve for the purpose of meeting Peak to Peak's obligations relating to special education dispute resolution.

23. Nonoccupancy of a School District Facility. The level of funding provided by the School District for Peak to Peak in this Contract is based upon the assumption that Peak to Peak will not be occupying existing or future School District-owned facilities. Peak to Peak and the School District agree to negotiate in good faith an appropriate agreement in conformance with state law in any fiscal year that Peak to Peak is occupying a School District facility.

24. TABOR Reserve. By the end of June each year during the term of the Contract, Peak to Peak's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). Peak to Peak shall maintain a positive ending fund balance on a GAAP Basis, including any TABOR requirements.

25. Bond and Mill Levy Elections. Requests by Peak to Peak to fund necessary capital construction projects through ballot questions for approval of bonded indebtedness and/or a special mill levy shall be submitted in writing (with a capital construction plan as specified in C.R.S. § 22-30.5-404(3) and other supporting documentation) to the School District as far in advance of the November election date as possible, and such requests shall be considered and acted upon in accordance with applicable law. The School District will provide notice to Peak to Peak at the earliest possible time, but not later than the time required by C.R.S. § 22-

30.5-404 of (i) its intent to hold an election to incur bonded indebtedness for these purposes and (ii) the date the Board requires the above materials to be submitted by Peak to Peak. The School District shall support reasonable site development plans submitted by Peak to Peak to the City of Lafayette, in accordance with C.R.S. 22-32-124, that are not inconsistent with this Contract, or the Restrictive Covenant and Deed Restriction concerning property at 725 E. Emma Street, Lafayette, and recorded on April 23, 2009, or the Construction-Funding Agreements.

26. Budget.

- a. Peak to Peak's annual budget must address per pupil and other sources of funding. Peak to Peak's budget must also provide for all costs associated with its school operations, including the cost of contracting for goods and services and the cost of certain School District Overhead and Services Costs as set forth in Attachment D and G. The School District Services identified on Attachment D as "purchased" shall be provided to Peak to Peak by the School District and purchased and paid for by Peak to Peak to the School District during the term of this Contract or annually in accordance with subsection 26(b), as described in Attachments D and G, initially at the School District's annually budgeted cost and then reconciled as provided by law. The School District Services to be provided by the School District as part of the School District Overhead and Services Costs identified on Attachment D and G shall be provided to Peak to Peak by the School District at substantially the same level as provided for other District schools. Costs of School District Overhead and Services Costs shall be addressed through itemized accountings and reconciled annually to the extent required by law, with any difference between the amount initially charged and the actual cost paid to the owed party.
- b. For Purchased Services identified on Attachment D, Peak to Peak shall inform the School District by no later than April 1 of each year of the services it intends to purchase for the following fiscal year. If Peak to Peak does not purchase optional services, it shall be responsible for performing those activities or services itself in the same manner as is required by law of other schools in the School District, unless otherwise waived in writing by the Superintendent or designee. The School District shall provide Peak to Peak with access to projected service rates by May 1 of each year, after receipt of which Peak to Peak shall have ten business days to withdraw its notice of intent to purchase particular optional services. Attachments D and G include a detailed description of each service and allocated cost charges together with cost estimates provided by the School District for the 2025-2026 fiscal year. These will be adjusted to reflect budgeted costs for each fiscal year.
- c. By May 31 of each year, Peak to Peak shall provide to the Board its proposed balanced budget for the upcoming fiscal year based upon Student Target enrollment. The projected Peak to Peak balanced budget, when incorporated into the School District's budget and accepted by the Board for each fiscal year,

will be attached and incorporated into this Contract as an exhibit, and will be subject to adjustment based upon current state-funding data as it becomes available during the budget adoption process. The budget format used by Peak to Peak shall be consistent with the requirements of applicable Colorado law. The budget may be modified by the Board of Directors of Peak to Peak so long as it continues to present a balanced financial plan, consistent with this Contract and state law, to provide the instructional services represented by Peak to Peak. Any material modifications to the budget shall be submitted to the Superintendent or designee.

27. Grants. If Peak to Peak intends to apply for a grant and is notified that the School District is also intending to apply for the same grant, Peak to Peak shall seek to collaborate with the School District to submit the application jointly. If Peak to Peak and the School District are unable to agree to collaborate in applying for the grant, Peak to Peak may apply for the grant independently or in collaboration with other charter schools. Peak to Peak shall be responsible for complying with the conditions and requirements of such grants, applicable law and reporting requirements under such grants.

28. Gifts and Donations. All cash gifts or donations and all gifts or donations of property, having a reasonable value in excess of limits set by Board policy (currently \$5,000) shall be reported by Peak to Peak to the School District by recording the same in the School's financial records. Peak to Peak shall report to the Board of Education within fourteen days the acceptance of any gift or donation in excess of \$10,000 (or higher if the School District's Board revises the relevant policy) and shall obtain the prior approval of the Board of Education for any grant or any gift or donation that would involve any condition or obligation on the part of the School District beyond the normal accounting for use of grant funds within School District Services and confirmation of Peak to Peak's charter school status and enrollment numbers. Grants and gifts to Peak to Peak and Peak to Peak's fund-raising activities shall be handled consistent with School District Policy, unless otherwise approved by the Board, but will not affect funding by the School District pursuant to this Contract. All non-consumable grants, gifts, and donations shall be considered the property of Peak to Peak for the exclusive use of Peak to Peak, unless otherwise provided in writing by the donor.

29. Financial Records and Annual Audit. Peak to Peak agrees to establish, maintain, and retain appropriate financial records in accordance with all applicable federal, state, and local laws, rules, and regulations, and make such records available to the School District, as requested, from time to time; provided that, for those School District Services that the School District agrees to perform under this Contract, the School District will maintain and make available such records upon Peak to Peak's request. Peak to Peak shall similarly make the records (unless confidential by law) of any of its supporting I.R.C. § 501(c)(3) organizations available to the School District upon request. Peak to Peak shall cooperate in an independent, outside audit by a certified public accountant of its own and, if required by the School District, its supporting organization's financial and administrative operations on an annual basis. The Peak to Peak audit shall be performed by the School District's independent auditors in conjunction with the audit of the School District itself. The results of the audit

shall be provided to the School District in written form within the same statutory time limits required of the School District and shall be published and posted as required by law. Any cost associated with the audit of Peak to Peak is included in the amount designated on Attachment D for Central Administrative Overhead costs. In the event Peak to Peak fails to provide the financial information to the School District in the form and on the dates provided for in this Contract or as otherwise required by the state or federal government, the School District may withhold twenty percent (20%) of any payment due Peak to Peak until such time as Peak to Peak complies with the financial reporting requirements. Peak to Peak will be responsible for any additional costs incurred by BVSD in addressing late submissions to the audit.

### **Governance and Operation**

30. Corporate Status and Governance. The School and the School District recognize and acknowledge that Peak to Peak is a Nonprofit Corporation, with rights and authority to enter into contracts and to acquire rights in real property on its own behalf, pursuant to C.R.S. § 7-121-101, *et seq.*, subject to the provisions of the Act, other applicable laws, and this Contract. In exercising its powers, Peak to Peak shall comply with this Contract, applicable law, and all School District Board Policies unless specifically waived.

31. Nonprofit Status. The School shall continue to operate as a Colorado nonprofit corporation and shall assure that its operation is in accordance with its Articles of Incorporation (“Articles”) and Bylaws. The Articles and Bylaws are attached to this Contract as Attachment C. The School must submit any material modification of the Articles of Incorporation or the Bylaws to the School District within ten (10) business days of ratification or adoption by the Peak to Peak Board of Directors. A “material modification” shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents; that significantly increases the number or percentages of votes required to take major actions; that changes the selection method or qualifications of the Board of Directors; or that changes the purpose of the entity.

32. Nonreligious, Nonsectarian, Nondiscriminatory Status. The educational program, including the enrollment practices, of Peak to Peak shall be nonreligious, nonsectarian, and consistent with applicable law and School District Policy, shall not discriminate against any student on the basis of disability, race, creed, color, sex, sexual orientation, gender identity or expression, marital status, national origin, immigration/citizenship status, religion, ancestry, family compositions, or physical characteristics.

33. Governance and Operation. The Renewal Application (pages 12-17, Board Governance attachment) concerning the nature and extent of parental, professional educator, and community involvement in the governance and operation of Peak to Peak is accepted by the School District to the extent permissible under federal and state law and subject to all conditions of this Contract and School District Policy, except as specifically waived pursuant to this Contract. In addition, the governance and operation of Peak to Peak shall conform to the following requirements:

- a. Conflict of Interest. Members of the Peak to Peak Board of Directors and other committees of Peak to Peak that have been delegated the authority to make hiring or contracting recommendations shall comply with applicable state law and School District Policy regarding ethics and conflict of interest.
- b. Accountability Committee. The Peak to Peak Board of Directors shall establish a School Accountability Committee that, unless otherwise determined by the School District to be exempt, shall have a composition of members consistent with the requirements of Colorado law and that will participate in the accountability process in accordance with School Board Policy and state law. All records created 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.
- c. Open Meetings Law. Peak to Peak acknowledges and agrees that it is subject to the provisions of the Colorado Open Meetings Law, C.R.S. §§ 24-6-401 et seq., and that it will comply with the provisions of such law in connection with all of its activities. Public notice of all regular and special meetings of the Peak to Peak Board of Directors or other committees of Peak to Peak that are subject to the Open Meetings Law shall be given and posted in accordance with law.

34. Operational Powers.

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

35. TABOR. Peak to Peak shall comply with applicable provisions of Article X, Section 20 of the Colorado Constitution (TABOR). Peak to Peak shall not have any authority to enter into any agreement or make any commitment that gives rise to a multiple-fiscal year

direct or indirect debt or other financial obligation whatsoever on the part of Peak to Peak or the School District without the prior express written consent of the School District.

36. Waivers.

- a. Waivers of School District Board Policy made as part of this Contract are identified in Attachment F and waivers of state statutes that the School District and Peak to Peak agree to jointly seek approval for from the State Board of Education are identified in Attachment H. In all cases, the School District's Board Policies, that for the purposes of this Contract means the policies and regulations adopted by the School District Board of Education found in Sections A through L of the Board Policies section of the School District's website, or their replacement or successor policies and regulations, will remain in effect and be followed by Peak to Peak (and administered and executed by its own administration and Board) until the School District's Board has granted a waiver and the Peak to Peak Board of Directors has adopted replacement policies that are in compliance with applicable law and approved by Board.
- b. All School District Board Policy changes will be made available to Peak to Peak at the same time and in the same manner as for other schools within the School District. Further waivers from specific School District Board Policies or regulations and/or state law may be requested by Peak to Peak by submitting such a request, in writing, to the School District's Superintendent in compliance with state regulations. The request shall include the reasons for the requested waiver and the alternative or substitute policies proposed, if any. The Superintendent shall have ten school days (or, if submitted during the months of June, July, or August, fifteen business days) to review the request and then will present the matter to the Board at its next regular meeting. The Board shall have thirty calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of School District Board Policies and regulations may be granted only to the extent permitted by state law.
- c. In the event the School District Board Policy or regulation from which Peak to Peak seeks a waiver is required by state law, or where Peak to Peak otherwise requests release from a state law or regulation, the School District agrees to jointly request such a waiver from the State Board, if the School District's Board first approves the request.
- d. Peak to Peak agrees to comply with future School District Board Policies and regulations unless waived or unless Peak to Peak demonstrates to the School District that any such policy would materially interfere with essential elements of Peak to Peak's educational program. In that case, the parties agree to negotiate the potential for a waiver of such policy.

- e. Peak to Peak shall furnish to the Superintendent copies of all written policies or procedures adopted by the Peak to Peak Board of Directors, that constitute replacement policies from waived School District Policies, including any modifications thereto, with respect to any matter relating to its operations and educational program within 5 business days of its adoption. If the School District objects to such policy, it shall notify Peak to Peak within 15 business days and the Contract's dispute resolution process shall apply. If objected to by the School District within 15 business days, the new policy will become effective as to Peak to Peak only if, and when, the dispute resolution process determines that the new policy will not materially interfere with the essential elements of Peak to Peak's Renewal Application, as incorporated, and this Contract. If not objected to by the School District within 15 business days, then Peak to Peak may proceed to implement the written policy, procedure, or modification to a replacement policy.

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

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

39. Financial Reporting. Unless provided by the School District as part of School District Services, Peak to Peak shall be responsible for confirming with the School District on a reasonable schedule the School's written revenue and expenditure reports with comparisons to budget and, on an annual basis, a financial statement that reports the costs of administration, instruction, and other spending categories, consistent with the format required by state law. End of year reports and any required audit financial information shall be sent electronically to the School District as reasonably requested.

40. Records.

- a. Peak to Peak shall comply with all record-keeping requirements of the Board and/or federal or state law and shall provide any reports, as necessary, to meet the School District's reporting obligations to the Colorado State Board of Education ("State Board), Colorado Department of Education ("CDE"), and U.S. Department of Education. Peak to Peak shall submit necessary reports in accordance with a schedule of deadlines provided by the School District each year.

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

41. School Facility.

- a. Subject to the provisions of this Contract, Peak to Peak or any company on behalf of Peak to Peak including, without limitation, Prairie View, Inc., may contract in their discretion and consistent with School District Board Policy with third persons to acquire or lease land, buildings, and other facilities to be used as public school facilities for Peak to Peak. All such facilities shall be referred to as "Peak to Peak Facilities" and shall be located within the boundaries of the School District. During the term of this Contract, Peak to Peak and any company on behalf of Peak to Peak, including without limitation, Prairie View, Inc., will not establish any educational programs at any location other than at its current campus located at 800 Merlin Drive, Lafayette, Colorado. The only exceptions are an early childhood educational program, not supported by public funds, operated by Peak to Peak and future athletic facilities.
- b. Peak to Peak's school facilities shall comply at all times with all applicable federal, state, and local laws.
- c. So long as Peak to Peak's charter is in effect and it is not in material breach of the Contract, it shall have the right to control the operation and use of any facilities acquired or leased by Peak to Peak. These rights shall include, without limitation, (a) scheduling of classes and events, (b) contracting for maintenance and upkeep, (c) subleasing or allowing after-hours use of portions of the land and buildings not needed for Peak to Peak's purposes, consistent with applicable laws and applicable School District Policy, (d) retention of fees for subleases or after-hours use of the facility, (e) retention of revenues from Peak to Peak's own advertising or vending

operations at the facility, and (f) all revenues derived from any telecommunications licensing pursuant to Peak to Peak policy/waiver DFB.

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

### **Termination and Violations of Contract**

#### 42. Termination.

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

43. Peak to Peak Violations of Law or Contract. If Peak to Peak is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or otherwise materially breaches the Contract, the School District may, but is not required to, impose other remedies prior to initiating revocation procedures. Remedies include, but are not

limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the School District shall send written notice.

- a. **Withholding Funds.** This remedy may be applied in situations where Peak to Peak could reasonably take actions to remedy the breach prior to the withholding of funds. The School District may only withhold funds in situations as allowed by C.R.S. § 22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(8).
- b. **Plan Submission.** The School District may require the submission of a plan to remedy the deficiency. Upon the written request of the School District, Peak to Peak shall develop a plan to remedy the failure or deficiency and submit it to the School District for review and comment. The plan may be revised at the discretion of Peak to Peak. The School District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if Peak to Peak fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve School District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.
- c. **Seeking Technical Assistance.** The School District may require Peak to Peak to seek technical assistance if Peak to Peak is required to prepare and implement a priority improvement plan or turnaround plan.
- d. **Exercise of Emergency Powers.** The School District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §§ 22-30.5-701 et seq., if the conditions of an emergency exist. During the period after the School District gives Peak to Peak written notice of a termination or a material breach, in addition to any other rights, the School District shall also have the right and power: to require Peak to Peak to promptly take such actions as may be necessary to freeze bank accounts and other assets of Peak to Peak and/or to require School District approval of any expenditure or disposition of assets but only until such time as Peak to Peak may cure such breach. In the event the School District exercises its remedies under this paragraph, it will, to the extent reasonably possible, endeavor to allow the charter school to continue operations until the matter is resolved or the charter is terminated and revoked.
- e. **Any other enforcement or emergency action authorized by law.**

44. School District Violations of School Law or this Contract. If Peak to Peak believes that the School District has violated any provision of this Contract or applicable law, Peak to Peak may initiate dispute resolution procedures, file an appeal with the State Board, or seek other remedies provided by law.

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

### **Personnel and Employment**

46. Employment Matters. Peak to Peak will address employment matters as described in (pages 38-40) of the Renewal Application concerning employment matters, this Contract, applicable state and federal law, School policies and practices, and specific personnel policies that are accepted to the extent specifically described below:

- a. Equal Opportunity Employer. Peak to Peak affirms that, consistent with applicable law and School District Policy, it shall not discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, gender identity/expression, religion, age, ancestry, or disability in its recruitment, selection, training, utilization, termination, or other employment-related activities.
- b. Hiring of Personnel. The School District agrees that Peak to Peak may select and hire its personnel directly without prior authorization from the Board, subject to compliance with all federal and state rules and regulations, including, without limitation, requirements concerning the recruitment of applicants, the use of background and criminal checks, and certification and/or licensure requirements for teachers and the principal, except as may be waived by the State Board.
- c. Teacher Qualifications. Teachers shall be qualified to teach at Peak to Peak and shall possess one or more of the credentials outlined in Peak to Peak's replacement policy on professional staff.

47. Employment Status. All employees hired by the School shall be employees of the School and not the School District. The School District shall have no obligation to employ School employees who are released or leave the School. All persons who perform services for Peak to Peak shall be considered "at will" employees or volunteers of Peak to Peak. In the absence of the School District's prior written consent, Peak to Peak shall not knowingly hire

any individual who has been nonrenewed or has been dismissed by the School District for performance or legal reasons.

48. Employee Compensation, Evaluation, and Discipline.

- a. Peak to Peak shall adopt its own written policies in compliance with federal and state law, concerning the recruitment, promotion, compensation, discipline, and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures to the extent that such are not currently set forth in the Renewal Application. Other terms of the employment relationship will be as described in the School's employment policies that may be amended or revised at the discretion of the School with written notice provided to the Superintendent.
- b. The supervision and evaluation of the teaching staff within Peak to Peak will be carried out as set forth in the Renewal Application. Evaluations of the teaching staff shall be conducted or supervised by a person who has satisfied state evaluator training requirements, unless a waiver of state requirements is obtained by the School District and Peak to Peak.
- c. The Board of Directors of Peak to Peak shall be responsible for annually evaluating the performance of the school's Executive Director. The written results of such evaluation and the evaluation report shall be submitted to the Superintendent on or before July 1 of each year, to the extent allowable by law.
- d. Peak to Peak shall notify the School District and other appropriate authorities, in accordance with state law, of the discipline of employees at Peak to Peak arising from misconduct or behavior that may have resulted in harm to students or others or that constituted violations of law or School District Policy.
- e. Pursuant to Peak to Peak's policies and practices, the School may terminate the employment of any personnel so long as such employees are not terminated for legally impermissible reasons.

49. Employee Records. Peak to Peak will develop its own employment agreements and terms and conditions of employment and assure that proper documentation exists in accordance with applicable law. Peak to Peak shall comply with all School District Policy, this Contract, and applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Public Records Law, C.R.S. §§ 24-72-204 et seq.

50. Benefits. Peak to Peak shall determine the employee benefits it shall provide to its teachers and leadership.

- a. If relevant Services (as set forth in Attachments D and G) are purchased, and Peak to Peak opts to do so, then Peak to Peak employees may participate at their expense in employee benefit programs for which they are eligible. Unless otherwise agreed in writing, all benefit programs will be handled and administered by the School District for Peak to Peak consistent with the procedures utilized by and as part of the services purchased through the School District's Business Services Division. If Peak to Peak desires to participate in the School District benefit programs, but does not purchase relevant Services, the School District agrees to engage in discussions with Peak to Peak to determine if a mutually beneficial arrangement can be agreed upon.
- b. Peak to Peak's employees will not be eligible to participate in the School District's sick leave bank. Peak to Peak may establish its own sick leave bank.
- c. The School District shall have no obligation for career longevity stipends for any current or former Peak to Peak teacher.

51. Payroll. If Payroll Services (as set forth in Attachments D and G) are purchased by Peak to Peak from the School District, 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 contained in applicable School District Policy. If Payroll Services are not purchased by Peak to Peak from the School District, Peak to Peak shall be responsible for compliance with all federal and state laws and regulations concerning employee compensation, including, but not limited to, PERA and federal tax withholding and reporting.

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

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

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

55. Personnel Concerns. If concerns arise regarding School District personnel assigned to provide services at Peak to Peak, the School may contact the Executive Director for Strategic Partnerships who may also involve the School District's Human Resources Department to seek an efficient and mutually satisfactory resolution.

**Insurance and Legal Liabilities.**

56. Insurance.

- a. If the Insurance Package (as set forth in Attachment E) is not purchased by Peak to Peak from the School District, it is agreed that during the term of this Contract, Peak to Peak shall procure and maintain, at its expense, insurance coverage through a carrier with an AM BEST "A" and VI Rating, that at a minimum shall include all reasonable and customary areas of coverage set forth in the Insurance Package.

All such insurance shall be subject to the approval of the School District for adequacy of protection and shall name the School District as an additional insured. Peak to Peak shall make available on the School District's request certificates of insurance evidencing all insurance coverages to be in place for the upcoming fiscal year. Such certificates shall provide that thirty days' written notice will be given to the School District should the policies be non-renewed, have a material reduction in coverage or policy limits as described above, exhaustion of policy limits, or cancellation for any reason. If Peak to Peak compromises, settles, negotiates, or otherwise affects any disposition of potential claims valued in excess of \$10,000 asserted against it, Peak to Peak shall provide written notice of such to the School District within five business days.

- b. During the term of this Contract, if the Insurance Package (as set forth in Attachment E) is a Purchased Service, Peak to Peak agrees that it will coordinate all risk management activities through the School District's risk management staff. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with the School District in the defense of any claims, and complying with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the School District's applicable insurance policies. Peak to Peak shall not compromise, settle, negotiate or otherwise affect any disposition of potential claims asserted against it without the School District's prior written approval.

57. Faith and Credit. Peak to Peak agrees that it will not extend the faith and credit of the School District to any third person or entity. Peak to Peak acknowledges and agrees that it has no authority to enter into a contract or incur obligations that would bind the School District, including, without limitation, any waiver or modification of the provisions of the

Colorado Governmental Immunity Act and Peak to Peak agrees to include a statement to this effect in each contract it enters into with third parties. Peak to Peak acknowledges that its authority to contract is limited by the same provisions in law or School District Policy that apply to the School District itself, including but not limited to Article X, Section 20 (“TABOR”). Peak to Peak also is limited in its authority to commit its funds by the amount of funds obtained from and held on its behalf by the School District or from other independent sources.

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

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

60. Legal Counsel. The School District will provide legal services through the School District's legal counsel for the defense of suits, actions, and claims against Peak to Peak for which the School District provides insurance coverage, if Peak to Peak purchases such insurance coverage as a Purchased Service. Legal services shall also be provided by the School District's in-house legal counsel for day to day legal matters, such as telephone calls about BVSD policies and practices and special education, so long as Peak to Peak is being charged for legal services as part of Central Administrative Overhead Costs or Purchased Services. Peak to Peak shall have access to legal consultation and advice also where such

assistance is requested through the School District's Superintendent or designee. Legal counsel shall not be provided for defense of matters involving disputes between Peak to Peak and the School District or where there exists a conflict of interest between the School District and Peak to Peak, unless counsel is appointed through insurance coverage. The provision of any defense is conditioned upon prompt notification by Peak to Peak to the School District of all claims, including threatened or reasonably anticipated claims or actions; full cooperation with the School District and legal counsel in defending the claim and Peak to Peak not compromising, settling, negotiating, or otherwise similarly dealing with the claim without the express consent of the Board. The School District's counsel will consult with Peak to Peak prior to settling any claim. Peak to Peak acknowledges that in the event of a dispute between Peak to Peak and the School District, the School District's legal counsel will represent the School District and not Peak to Peak with respect to such dispute. However, any potential conflict arising from the representation of Peak to Peak by the School District's legal counsel shall be resolved in accordance with the Colorado Rules of Professional Conduct. In other cases, legal services shall be provided at Peak to Peak's expense.

61. Provision of a Defense. In further consideration of the School District Overhead and Purchased Services, the School District agrees that it will defend any state-level complaint, Office of Civil Rights (OCR) complaint or due process hearing request related to an ELL student or a student with disabilities in attendance at Peak to Peak, to the extent of any alleged illegal actions or inactions against any such students by the School District or Peak to Peak or a School District employee or a Peak to Peak employee. Within ten days after the receipt of any state-level complaint, OCR complaint or due process hearing request that includes allegations against Peak to Peak and/or the School District or its employees, the parties will meet to explore efficiencies and to determine the course of action in providing a defense including, without limitation, the potential for a joint defense. If a joint defense is not possible, the School District's Office of Legal Counsel shall continue to represent the School District and Peak to Peak will retain its own counsel at its own expense.

## **Contract Operations**

62. Contract Term.

- a. This Contract is effective through June 30, 2030. This Contract is for operation of the School for a period of five (5) years. As required by Colorado law, any financial commitment on the part of the School District in this Contract is subject to annual appropriation by the School District 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.

- b. The Parties further agree that any financial commitment on the part of the School contained in this Contract is subject to annual appropriation by the School, and the Parties agree that the School has no obligation to fund the financial obligations under this Contract other than for the current fiscal year of the Contract term. The School has not irrevocably pledged and held for payment sufficient cash reserves for paying its obligations under this Contract for any subsequent fiscal year during the remaining term of this Contract.
- c. This Contract may be renewed for an additional period upon application by the School for renewal in accordance with the Charter Schools Act and School District Board approval of the School's application for renewal.

63. Entire Agreement. This Contract, with attachments, contains all terms, conditions, and provisions that constitute the entire understandings and all representations of understandings and discussions of the parties, and all prior charter contracts between the parties and all prior representations, understandings, and discussions are merged, superseded, and canceled by this Contract. For purposes of all references in this Contract and the Renewal Application or state law or any understanding any party may have, the Charter of Peak to Peak shall be this Contract.

64. Amendment. It is the intent of the parties that provisions referencing state and federal law and School District Board policy reference those items in their then-current forms, as amended from time to time. With regard to any references in this Contract to a Constitutional provision, or statute, or regulation, such reference shall mean any amended, successor, or replacement provision, statute or regulation, as appropriate. Other provisions of this Contract may only be modified or amended by further written agreement executed by the parties. Significant changes in applicable law will allow either party to request this Contract be reopened to address the change(s).

65. Notice. Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon transmission by email (subject to transmission or delivery receipt), personal delivery (subject to verification of service or acknowledgment of receipt), or three days after mailing when sent by certified mail, postage prepaid, to Peak to Peak's President or to the Office of the Superintendent as set forth below:

Peak to Peak:

President  
 Peak to Peak Charter Schools, Inc.  
 800 Merlin Drive  
 Lafayette, Colorado 80026  
 Email: p2pboard@peaktopeak.org

School District:

Superintendent  
 Boulder Valley School District RE-2  
 6500 East Arapahoe  
 Boulder, Colorado 80303  
 Email: superintendent@bvsd.org

66. 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.

67. 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.

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

69. Assignment. Peak to Peak shall not assign its charter or any of its rights or obligations under this Contract to any person or entity without the prior written approval of the Board of Education.

70. Dispute Resolution. In the event any dispute arises between the School District and Peak to Peak concerning this Contract, including, without limitation, the interpretation of its terms, or the implementation of or waiver from any policies, regulations, or procedures, such dispute shall first be submitted in writing to the Superintendent. Representatives of the School District and Peak to Peak shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, then the parties shall submit the matter to an independent mediator. Within ten calendar days following either party's request for mediation (the "moving party"), the parties shall agree upon a mediator or, if the parties are unable to agree upon a mediator within that time, the moving party shall obtain a list of five names from the Judicial Arbitrator Group ("JAG"), Denver, Colorado, and submit them to the other party (the "non-moving party"), who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. No persons who were rejected by either party prior to circulation of the JAG list of mediators shall be included on the JAG list. This striking process shall be completed within ten calendar days after delivery of the list to the non-moving party. The mediation shall be scheduled and concluded within thirty days of the mediators' selection or as soon thereafter as possible, depending on the mediator's schedule. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent provided by law. At the conclusion of the mediation, if the dispute is still not resolved, the mediator shall make an advisory recommendation to the parties. The advisory decision of the mediator may be appealed to the State Board concerning those matters within its jurisdiction or the matter may be submitted to the appropriate court with respect to all matters not within the jurisdiction of the State Board.

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

72. No Third Party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the School District and Peak to Peak. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

73. Order of Precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Renewal Application, School District Policy or other requirements, it is agreed that the interpretation that is most consistent with the express terms and conditions of this Contract, and then the interpretation that is most consistent with School District Policy, shall control. For purposes of this Contract, the term "School District Policy" shall mean the requirements of applicable School District Board Policies and regulations that are not waived by this Contract, or Peak to Peak policies that are adopted pursuant to this Contract in lieu of or in addition to any waived School District Board Policies.

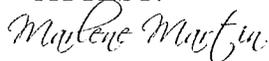
IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

PEAK TO PEAK CHARTER SCHOOLS, INC.

By: 

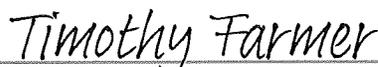
\_\_\_\_\_  
Brian Boonstra, President  
Peak to Peak Board of Directors

ATTEST:



Peak to Peak Board Secretary \_\_\_\_\_  
\_\_\_\_\_, Secretary

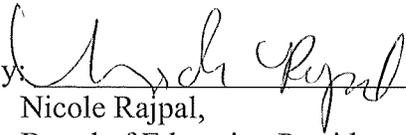
Approved as to form:



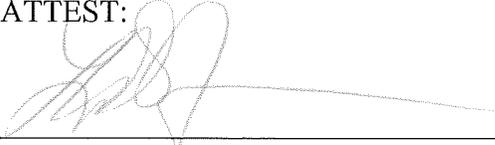
\_\_\_\_\_  
Timothy Farmer (Jun 19, 2025 13:56 MDT)

Tim Farmer,  
Peak to Peak Attorney

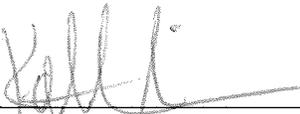
BOULDER VALLEY SCHOOL DISTRICT  
RE-2

By:   
Nicole Rajpal,  
Board of Education President

ATTEST:

  
\_\_\_\_\_  
Laura Shafer,  
Board Secretary

Approved as to form:

  
\_\_\_\_\_  
Kathleen Sullivan,  
School District Attorney

Attachments:

- Application—Attachment A
- Board Resolution—Attachment B
- Bylaws—Attachment C
- Financials—Attachment D
- Insurance Coverage—Attachment E
- Policy Waivers—Attachment F
- Department Services Descriptions—Attachment G
- State Statutory Waivers – Attachment H



# Charter Renewal Application

## Part 1. Charter Renewal Reflection

Peak to Peak Charter School's Leadership Team for the 2024-25 school year is as follows:

### **Executive Directors:**

Jennie Klein, Executive Director of Education  
Jennifer Douglas, Executive Director of Operations

### **Principals:**

Melissa Christensen, Elementary Principal  
Clara Quinlan, Middle School Principal  
Joshua Benson, High School Principal

### **Governing Board:**

Brian Boonstra, President  
Nicole Harrison, Vice President  
Marlene Martin, Secretary  
Samantha Juedes, Treasurer  
Mark Seeber, Board Member  
Courtney Six, Board Member  
Marcus Watkins, Board Member

## Section 1: Reflection on Implementation of the School's Mission and Vision

Peak to Peak's mission and vision are as follows:

### **Mission**

- Provide broad access to an exemplary K-12 liberal arts, college preparatory education that challenges students to achieve their academic potential.
- Be a community that values and recognizes scholarship, academic achievement, and creativity.
- Provide an environment in which each student is known, respected, and valued as an individual of great potential and promise.
- Prepare students to become active and responsible citizens of an interdependent world.

### **Vision**

The Peak to Peak community will inspire students to fulfill their academic dreams for college, to develop their creative passions and athletic talents, and to become responsible citizens of an interdependent world.

## Reflection: Achieving our Mission and Vision

Peak to Peak's journey towards achieving our mission and vision has been central to our focus throughout the term of our current contract. We strive to provide an educational experience that holds our mission at the heart of our daily practice. As we reflect on our progress, it is evident



that our steadfast commitment to academic excellence and our focus on college readiness have positively impacted student achievement.

Key aspects of our progress include the following:

## Student Demographics

In recent years, Peak to Peak has experienced some significant shifts in student demographics. In 2021-22, we made a change to our enrollment preferences. This change prioritized students who qualify as low income based on their current economic survey. This change resulted in an increased enrollment of students who qualify for free and reduced lunch.

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	6-Year Change
Asian	15.3%	16%	17.5%	18.8%	20.5%	23%	+7.7%
Black	0.4%	0.5%	0.4%	0.4%	0.7%	0.8%	+4.4%
Hispanic	9.3%	9.7%	10%	11.4%	12.3%	12.7%	+4.4%
2 or more	6%	5.8%	5.7%	6.2%	6.3%	6.3%	+3%
Minority	31.3%	32.4%	34%	37%	40.2%	43.2%	+11.9%
White	68.7%	67.6%	66%	63%	59.8%	56.8%	-11.9%
ELL	1.9%	3%	2.3%	2.3%	2.4%	4.6%	+2.7%
IEP	5.7%	6.2%	5.9%	5.7%	6.4%	7.8%	+2.1
Free and Reduced Lunch Eligible	8%	9%	7.9%	8.5%	13.4%	16%	+8%
Gifted	27.4%	29.8%	31.1%	33%	34.1%	37.4%	+10%
504	7.1%	6.8%	6.7%	5.7%	7.4%	9.8%	+2.7%
In-District	71.4%	74.3%	76.3%	79.1%	80.3%		
Out-of-District	28.6%	25.7%	23.7%	20.9%	19.7%		

**Open Enrollment:** Peak to Peak is committed to ensuring that all BVSD students have access to Peak to Peak. We actively review our open enrollment preferences and we are open to making adjustments that ensure equitable access.



## Academic Excellence

A liberal arts education has been recognized throughout history for its broad benefits and its appropriateness as a foundation for future learning. By focusing on a liberal arts college preparatory program, Peak to Peak achieves two important objectives: it prepares students to successfully meet the educational challenges of higher education and to be well-educated members in an increasingly complex world. Peak to Peak takes this time-tested education and makes it accessible to students who are interested in a focused college preparatory program, regardless of their cultural or economic background.

The school is designed from the ground up for graduates to meet or exceed the entrance requirements of top colleges and universities. The elementary, middle, and high school programs have been carefully crafted as a unified, coherent, and challenging curriculum, which progressively builds each student's foundation of knowledge and mastery of skills, while preparing them for university life. It is clear from our high school data that our approach is having a positive impact on our students. Our students are consistently admitted to colleges that align to their needs and they attend college at high rates.

### School Performance Rating:

Peak to Peak has consistently been rated as Performance on the School Performance Framework by the Colorado Department of Education. We are proud of this ongoing rating and yet still aware that there are areas where we can continue to improve practice especially when it comes to serving subgroups of students. Our leadership team utilizes this tool as one of our data points when we are making K-12 decisions as well as when we are making decisions for specific groups of students.

- [2021-2022](#)
- [2022-2023](#)
- [2023-2024](#)

### Academic Achievement:

Peak to Peak students continue to perform at high rates on state accountability assessments. As with many schools across the country, we saw a dip in student performance following Covid. These scores seem to have rebounded. Data shows that student achievement tends to increase throughout the K-12 continuum with the majority of our students showing proficiency by the time they graduate. We have noticed that our current math scores are not trending as high as they did in the past. This is something we are exploring. There may be some misalignment between our teaching standards and the assessed standards. We implemented a new math curriculum in our elementary school this past year and saw some improvements in math achievement. We hope to see this continue in the coming year.



<b>Elementary: Percent of students who met or exceeded state proficiency benchmark</b>		
<b>Year</b>	<b>ELA</b>	<b>Math</b>
<b>2017-2018</b>	72.4%	52.2%
<b>2018-2019</b>	73.7%	56.3%
<b>2020-2021</b>	70.4%	52.3%
<b>2021-2022</b>	66.1%	52.9%
<b>2022-2023</b>	73.4%	66.4%
<b>2023-2024</b>	61.9%	69.9%

<b>Middle School: Percent of Students who met or exceeded state proficiency benchmark</b>		
<b>Year</b>	<b>ELA</b>	<b>Math</b>
<b>2017-2018</b>	66.8%	56.3%
<b>2018-2019</b>	67.8%	56.9%
<b>2020-2021</b>	63.3%	52.6%
<b>2021-2022</b>	60.7%	51%
<b>2022-2023</b>	62.8%	52.6%
<b>2023-2024</b>	66.6%	52.8%

High School: Percent of students who met PSAT benchmark		
Year	EBRW	Math
2017-2018	97%	75%
2018-2019	91%	75%
2020-2021	89%	73%
2021-2022	94%	77%
2022-2023	88%	66%
2023-2024	94%	64%

High School: Percent of students who met SAT benchmark		
Year	EBRW	Math
2017-2018	93%	81%
2018-2019	97%	82%
2020-2021	91%	76%
2021-2022	88%	69%
2022-2023	90%	74%
2023-2024	91%	63%

**Graduation Rates:** Peak to Peak has an average 4-year on-time graduation rate of 99% over the past five years. We are proud of our ability to graduate such a high percentage of students.

**College Acceptance:** All high school seniors are supported by our robust college counseling program in which all students receive instruction and support in the college application process. Peak to Peak prioritizes college counseling and allocates additional funding to ensure our counselors have a manageable caseload. Our counselors manage a caseload of 150 or less students. We also employ a Post Graduate Coordinator who supports our students with college selection, acceptance and scholarships. College acceptance rates have been extremely high over the past 9 years. Four of the past nine years, one hundred percent of our students have been accepted to college and the other five years have all had college acceptance rates of over 97%. In addition, over the past nine years our students have an average college matriculation rate of 95.95%.



**Graduation Honors:** Peak to Peak implements an honors system that is based on GPA, service hours, and community engagement. Students receive honors at 3 levels: Peak Scholar, Peak Scholar with Honors, and Peak Scholar with Distinction. These honors have rigorous requirements that align to our mission and vision.

Peak Scholar		
Peak Scholar	Peak Scholar with Honors	Peak Scholar with Distinction
<b>Advanced Placement (AP) Classes</b>		
Complete: • At least two AP classes by end of junior year • At least three AP courses by the end of senior year	Complete: • At least three AP classes by end of junior year • At least four AP courses by the end of senior year	Complete: • At least four AP courses by end of junior year • At least five AP courses by the end of senior year
<b>Academic Achievement</b>		
Cumulative Weighted GPA 3.3	Cumulative Weighted GPA 3.7	Cumulative Weighted GPA 3.9
<b>Community Service Hours Required by time of Application</b>		
100 hours	125 hours	150 hours
<b>Declaration of Character or Community Contributions</b>		
Attendance, behavior, respect, character etc. will be taken into consideration.		

In addition, our students can receive diploma endorsements in Seal of Biliteracy, Seal Art, and STEM.

**Rigorous Graduation Requirements:** All students must complete a minimum of 230 credits: four years of English and math, three years of science, social studies and world language, and two years of visual/ performing arts. In addition, all Peak to Peak high school students must also complete a minimum of 100 hours of community service to earn a diploma.

## College Readiness

**Academic Rigor:** Our school participates in the College Board's Advanced Placement Program, these challenging academic courses provide our motivated high school students with college-level academic courses. Students have access to twenty AP courses where they can build skills for a successful college experience. Other possible benefits of taking AP courses include college credit, course waivers, and diploma recognition. To realize the full benefit of



these college-level classes, all students taking AP courses are expected to take the May cumulative exam. This is a Peak to Peak requirement. In 2024, more exams were administered to more students than in any of the previous 5 years and a higher percentage of students scored a 3 or higher than in any of the previous 4 years.

**Peak Scholarship Program:** In an effort to advance our mission and vision we must ensure our students have both the academic skills and financial capacity to attend college. Our scholarship program is one way we support students who have ongoing financial needs.

**College Counseling:** Our high school counseling team supports students and families in their transition from middle to high school and from high school to college. Counselors utilize a whole child approach to high school counseling that includes: health and wellness, balance, appropriate course selection, social emotional learning and a “fit+funding = finishing” approach to college selection. College readiness is also an emphasis throughout elementary and middle school. Students are encouraged to engage in rigorous content aligned to their areas of passion and strength. In addition, Peak to Peak hosts a series of parent knowledge nights that align to the needs of their students. An example is our elementary parent session that focuses on saving for college.

## Program Design

**Curriculum:** Peak to Peak is a K-12 public charter school offering a liberal arts, college preparatory curriculum that gives students a foundation for a lifetime of learning and discovery. High expectations are an important part of the Peak to Peak school culture, and students are encouraged to work hard and strive to achieve their full potential. Peak to Peak students who demonstrate a mastery of knowledge and skills are challenged through appropriate placement in each subject area. A liberal arts education has been recognized throughout history for its broad benefits and its appropriateness as a foundation for future learning. By focusing on a liberal arts college preparatory program, Peak to Peak achieves two important objectives: it prepares students to successfully meet the educational challenges of higher education and to be well-educated members in an increasingly complex world. Peak to Peak takes this time-tested education and makes it accessible to students who are interested in a focused college preparatory program, regardless of their cultural or economic background. Our school is designed from the ground up for graduates to meet or exceed the entrance requirements of top colleges and universities. The elementary, middle, and high school programs have been carefully crafted as a unified, coherent, and challenging curriculum, which progressively builds each student's foundation of knowledge and mastery of skills, while preparing them for university life.

**Character Development:** At Peak to Peak, respect, responsibility, and other universally valued character traits are embedded in the curriculum and school culture and modeled by community members with the goal of equipping students for long-term success in life. Students learn to



exercise their intelligence with integrity and consider how their decisions and actions affect both themselves and others. The faculty and administrators encourage students to exercise character in practical ways through leadership and participation in service opportunities at school and within our community. Peak to Peak has previously been recognized as a Colorado State School of Character for our commitment to character development.

The K-12 community participates in service learning projects at least twice per year, including a canned food drive for a local food bank, and a student-driven project that typically is national or international in focus. Student leaders at all three levels are the main drivers for organizing, promoting, and running each service project.

**Community Service:** Across the K-12, we have over a dozen student-led community service clubs and organizations. In addition to the 100-hour graduation requirement for all students, each year, our 10th grade students spend an entire day exploring different community service opportunities to select a meaningful experience to meet their required graduation hours.

**Extracurricular Opportunities/Clubs:** Peak to Peak students have access to over 50 clubs and extracurricular clubs and 21 middle and high school sports. We strive to create well rounded students who's high school experience aligns with college opportunities. Access to sports and extracurricular activities allow our students to explore areas of passion and interest on a regular basis. We are proud of our athletic participation rates which continue to grow. During the 2023-24 school year, 70% of middle school students and 76% of high school students participated in at least one sport at Peak to Peak.

**Experiential Learning:** Peak to Peak is committed to providing students opportunities to engage in hands-on interactive learning whenever possible. To ensure that all students benefit from these enriching experiences, we incorporate field trips at every grade level. These excursions are designed to complement classroom instruction by providing real-world applications that enhance and deepen students' understanding of their studies.

In high school, Peak to Peak developed a program for all students called Peak Week. Students in grades 9-12 engage in a week of experiential, hands-on learning that is truly unique and aligned to the identified learning outcomes of our school, as well as student passion areas. Students can choose from a wide variety of courses such as international language and culture immersion programs, service-based initiatives both locally and nationally, STEM-focused programming, visual and performing arts experiences, and more. Some students elect to create their own course including internships or externships in careers or fields of interest. We are committed to ensuring that all students, regardless of their income level, have at least one out-of-state or international experience in their four years of high school by financially supporting students and families in need.



## Student Support

As a BVSD public charter school, Peak to Peak is proud to serve every student who enrolls. We have worked hard to develop extensive programming that meets the needs of our community. In recent years, we have been able to expand our services for students with identified needs. In addition, our community outreach coordinator organizes an annual Latino Cohort for families. This cohort works together to ensure parents understand school level systems and expectations.

**Special Education Programs:** Our K-12 Special Education team provides support to students with Individualized Education Plans, collaborates with multidisciplinary teams, and provides resources to teachers, students, and families. Services are available at the elementary, middle, and high school levels. Peak to Peak collaborates with BVSD on a regular basis to ensure our programming and services align to district protocols. Peak to Peak employs and trains our own team of SpEd teachers. We are proud of our team's ability to serve a wide range of students with identified needs. The K-12 nature of our SpEd team has been essential in expanding services to ensure we provide the level of support each student needs.

Our charter status and waivers have allowed us the flexibility we need to respond quickly and appropriately to the changing needs of our students. Our Executive Leadership Team regularly assesses data and makes decisions to allocate additional resources based on the needs that arise. An example of this practice emerged this past year. The number of students with IEPs has increased significantly at Peak to Peak and many of these students were moving from elementary to middle school for the 2024-25 school year. During our budgeting conversations, the Executive Leadership Team determined that there was a need to add 1.0 FTE to our middle school support team. As such, a budgetary allocation was made to allow for two full-time Special Education teachers at the middle school level.

In collaboration with BVSD, we currently implement a SpEd hybrid model. This model has enhanced our ability to respond to student needs and has supported the growth of our model. We strongly believe that this model should remain unchanged in our next contract. In this model, we identify our own special education staffing needs, hire qualified staff members, and ensure that IEP requirements are fulfilled with fidelity. The district provides oversight to ensure legal compliance and support as needed. This model has allowed us to successfully meet a broad range of student needs. It is our belief that any transition away from this model will negatively impact the quality of service we provide to our students with special needs.

**Multi-Tiered Systems of Support:** It is always our goal to provide students with foundational learning environments that meet their individual needs. At times, students need additional support to ensure they can access curricular content. In these cases, Peak to Peak subscribes to a layered approach that includes collaboration across team members, strong assessment



practices, clear processes for instruction, and layered interventions that meet students where they are and move them forward.

Through ongoing dialogue and collaboration with classroom teachers, our team provides integral support to students who are experiencing challenges. These educators provide essential services to individual students, staff, groups and families within the school.

***ALPS and Advanced Learning Plans (ALPs):*** This is another area where we have been able to leverage our charter status in a positive way to adjust to the changing needs of students at our school. We have traditionally served a large number of students who are identified as TAG and those numbers and needs continue to grow.

***Student Leadership:*** Leadership opportunities are available to our students starting as early as 5th grade through participation in Student Council and the Character Club. In middle school, students can engage in Student Council, with additional opportunities in 8th grade, including the National Junior Honor Society and WEB (Where Everyone Belongs). Upon entering high school, students have access to a vast array of leadership opportunities with over 30 clubs and honor societies, as well as a designated pathway for establishing new student-led organizations on campus.

## Staffing

Peak to Peak is proud of our ability to recruit and hire dedicated staff members who support our mission and vision. The autonomy our charter provides also enables us to adjust our staffing based on the current needs of our student community. Peak to Peak continues to enjoy a high rate of retention across our staff. We monitor retention metrics on an ongoing basis through our staff retention KPI. Our average staff retention has been 88% over the past 6 years.

***Staff Satisfaction:*** Staff satisfaction is extremely important to our success at Peak to Peak. One way we monitor our employee satisfaction is through our annual staff survey. This survey focuses on four key areas: Communication, Compensation, Culture and Climate and Organizational Trust. The survey consistently yields positive results and also offers feedback on areas where we can improve the work experience for employees. For the January 2024 administration of this survey, we had an 86% participation rate with 165 staff members completing the survey. Our overall rating was an average of 4.19 (on a 5-point Likert scale). Average ratings on each dimension were as follows: 4.16 for communication; 4.27 for culture and climate; 3.95 for compensation and benefits; and 4.21 for organizational trust. We attribute these high ratings to our intentional focus on culture and climate. Staff often identify professional autonomy as a reason for high levels of satisfaction.



**Induction Program for New Staff:** Peak to Peak recognizes the importance of providing robust beginning-of-year and ongoing support for new staff members. This results in both successful teachers resulting in strong outcomes for students and higher staff retention. Peak to Peak’s state-approved induction program is a proven avenue toward increasing teacher mastery and retaining quality teachers, which raises the overall educational school quality and aids in student academic achievement. All teachers in their first year at Peak to Peak are required to complete the induction program as part of their introduction and orientation to the school’s systems and expectations for quality instructional practices. The induction program runs for one full school year, and every induction teacher is paired with a peer mentor. The program includes professional development workshops in August, bi-monthly workshops throughout the school year, classroom observations, weekly mentor meetings, and written reflections. Mentors meet with their mentees for thirty minutes outside of class each week, and pairs observe in each other’s classrooms once each semester.

**Teacher and Staff Degrees and Recognitions:** Peak to Peak is proud of the advanced degrees and other recognitions received by our talented faculty and staff. The chart below provides details on teacher and staff degrees and recognizes the percent of staff at each level and their highest earned degree.

Staff Type	Total Staff	% BA	% MA	% PhD	% National Board Certified	% Peak Option *
Elementary School	29	17%	79%	-	0%	21%
Middle School	28	14%	86%	-	7%	39%
High School	31	6%	87%	6%	10%	45%
SpEd, Media,GT Coordinators, Counselors	17	6%	94%	-	24%	41%
<b>Total</b>	105	10%	87%	1.90%	9%	36%

\* Peak Option is a Peak to Peak-specific program designed to provide additional opportunities for veteran staff members to earn higher salaries when they take on additional leadership at the school. Staff members who have been at the school for seven years and have taken on significant leadership roles are eligible to apply.

**Staff Numbers:** The table below shows the number of staff at each level and in other roles for the 2024-25 school year.

Category	Total Employees (2024-25 SY)
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<b>Elementary School (teachers/interventionists/sped)</b>	<b>33</b>
<b>Middle School (teachers/interventionists/sped)</b>	<b>31</b>
<b>High School (teachers/interventionists/sped)</b>	<b>34</b>
<b>Counselors</b>	<b>7</b>
<b>Administrators (100 level)*</b>	<b>14</b>
<b>Professionals (300 level)</b>	<b>12</b>
<b>Support Staff (400-600 level)*</b>	<b>83</b>
<b>Total Teachers</b>	<b>97</b>
<b>Total Teachers &amp; Counselors</b>	<b>105</b>
<b>Total All Staff</b>	<b>214</b>

## Community

**Stakeholder Feedback:** Peak to Peak values all stakeholder input and there are a number of ways that stakeholder input is gathered and used to inform leadership decision-making. Specific examples include a comprehensive family survey administered each spring by the Accountability Committee, a staff satisfaction survey noted above in the Staffing Section, and an internal student culture and climate survey administered in grades 3-12 every year. In addition, the Board of Directors collects input from relevant stakeholders in evaluating the two executive directors each spring.

**Volunteers:** Each year, Peak to Peak provides current families and the broader community with numerous volunteering opportunities. Due to our ongoing building debt, we rely heavily on volunteers to support our teachers in the classroom. We also offer a range of other ways for community members to contribute their time and talents, helping our school grow and become stronger. While most of our active volunteers are parents, guardians, and extended family members, we also benefit from support from the wider local community. This can include local business representatives mentoring high school students, individuals maintaining and teaching in our Peak Learning Garden, and others with various expertise assisting with our sports teams and clubs, as example. In the 2023-2024 school year 1,016 individuals reported volunteering at Peak to Peak in some capacity. All volunteers undergo a comprehensive background check and are encouraged to explore the many K-12 opportunities available throughout our school. Our community is very supportive in terms of volunteering their time. Our community is very generous with their time, contributing more than 4000 hours per year.

**Community Building:** *At Peak to Peak, we greatly value our community connections. Since we draw students from various areas across Boulder Valley and are not a neighborhood school, we strive to offer opportunities for our families to build strong connections with each other and with*



*our school. We host a range of community-wide events and monthly activities designed to foster social interactions and strengthen our sense of community. Examples include our annual Homecoming Tailgate Party, Holiday Marketplace, Athletics Spirit Nights, and Spring Gala, all of which bring together families and staff members in a spirit of connection and camaraderie. Additionally, each grade level has the chance to engage through various online platforms and in-person grade level events and are encouraged to build a supportive community within their own grade.*

### **Equity and SEL:**

Peak to Peak fosters the development of educated, active, and responsible community members. To ensure academic excellence, we believe in challenging each student to achieve their full potential, and we are committed to creating a responsive school culture and community where students feel a clear sense of belonging. Peak to Peak understands that valuing scholarship, challenge, and community means we must, at our core, value inclusion, equity, and diversity, in authentic and ongoing ways. In support of the school's [vision](#), [mission](#), and [strategic plan](#), Peak to Peak must strive to be an anti-oppressive school where all students and staff can see, respond to, and redress inequity. As a result, Peak to Peak unequivocally commits to the following ideals of diversity, inclusion, equity, and justice:

1. Affirming the uniqueness of each individual and understanding how diverse personal, cultural, and historic aspects of identity are essential to fully realizing our potential as a school community.
2. Working to dismantle systems that restrict access to our school programs and curriculum or that devalue individuals or groups, especially those from marginalized backgrounds.
3. Identifying and working to eliminate bias in our materials and practices and exposing our students to diverse, inclusive college-prep curricula, individuals, and processes.
4. Ensuring that staff members have the knowledge, skills, and training necessary to serve every student and expecting staff to revise and update instructional strategies, pedagogy, and content so that all students can see themselves and others as valid scholars and members of society.
5. Empowering stakeholders to be active and responsible contributors to our school, our larger community, and the world, and to take action to ensure justice and equity for all.
6. Challenging and disallowing any language, behavior, or action that threatens the safety, humanity, or legitimacy of an identity that has historically suffered oppression, harm, exclusion, or a lack of equal rights.
7. Ensuring that all in our community feel safe, valued, and able to be their authentic selves and that they have the skills to stand against bullying and oppression.

Student affinity groups play a crucial role in fostering an inclusive environment for our students and are essential for creating a school culture where every student feels safe and valued. Beginning in middle school, students can join the Queer Student Union to come together in celebration of LGBTQIA+ identities and allyship. In high school, in addition to QSU, students are



invited to participate in any of our student affinity groups, including the Asian Student Union, Latino Student Union, and Black Student Union. Members of these groups are recognized with a stole at graduation as a way of honoring the role they play in cultivating a sense of belonging for all students in our community.

***Practicum students from local universities/partnerships:*** Peak to Peak welcomes the opportunity to work with pre-service teachers and counseling interns for field experiences, student teaching, and counseling internship opportunities. We regularly partner with area universities, including the University of Colorado-Boulder, Regis University, Denver Seminary, Metro State University, Western Governors University, Adams State, Colorado State University, the University of Northern Colorado, among others.

***External PD partnerships:*** As a result of the leadership and consulting opportunities provided by CPD partnerships, Peak to Peak teachers and administrators become inspired by new insights and valuable experiences, which they use as a lens through which to reflect upon and improve Peak to Peak's own internal programs and practices. Partnerships provide opportunities for Peak to Peak teachers to increase their instructional mastery and leadership capacity, as well as engage in metacognitive reflection about the best practices in their own classrooms. What's more, many partnerships generate income for the school and additional compensation for the teacher-consultants involved. In addition to promoting high student achievement, partnerships also serve to raise the school's profile in the Colorado educational community and beyond. Ultimately, when the CPD brings education professionals together to improve organizations through authentic needs assessments and systematic implementation of best practices, schools get better and students grow.

***Community Engagement Opportunities:*** As a K-12 campus, Peak to Peak works to intentionally build connection and community across levels and among families, students, and staff. Examples of this include a K-12 Homecoming Tailgate event, Run for the Peak, a Family Ambassador Program where new families are paired with a returning family throughout their entire first year, a cornhole tournament, an annual gala that focuses more on community-building than just fundraising and a spring showcase.

***Alumni Network:*** Peak to Peak has a large informal alumni network, which includes an alumni magazine that is published twice a year. One of our strategic goals is to formalize this network, encourage more alumni leadership within the network, and create more school-sponsored opportunities for connection and engagement over the next couple of years.

## Operations

***Strategic Allocation of Resources:*** As a public charter school with the autonomy to independently manage our budget, Peak to Peak works hard to be nimble and responsive in utilizing resources that best meet the school's current needs and align with our mission, vision, and strategic plan. As a large K-12 school, it is important that we consistently consider the



needs of all grade levels and programs in making strategic decisions regarding our financial resources. To this end, our Executive Leadership Team (ELT) is heavily involved in the budget planning process (starting from a data-informed needs assessment) and in approving any budget changes over \$10,000. Our Board, Finance and Budget Committee (FBC), and Accountability Committee also play an important role in providing effective financial oversight and ensuring allocation of resources is fully aligned with student and staff needs.

**Staff Compensation:** Peak to Peak has worked hard to offer competitive salaries and benefits and to ensure that employees are being compensated equitably. As the state has worked hard to increase per pupil revenue over the past four years to offset the budget stabilization / negative factor, Peak to Peak has invested the vast majority of these increases into staff salaries. See the table below for the specific adjustments made over the past four years.

	<b>Teacher Pay Increases</b>	<b>Hourly Support Staff Pay Increases</b>	<b>Salaried Support Staff Pay Increases</b>	<b>Admin Pay Increases</b>
2021-22	5%	Scales Reset	5%	5%
2022-23	4%	5%	4%	4%
2023-24	10%	10%	9%	9% *
2024-25	5.20%	8.20%	5.2%	5.2%

\*During the 2022-2023 school year, Peak to Peak hired a professional compensation benchmarking consultant to complete a compensation analysis of its administrative salaries. Adjustments were made to reflect market averages.

In terms of benefits, Peak to Peak is proud of the robust benefits programs it offers - some through BVSD and some independently - as we consistently hear positive feedback from staff on the quality of benefits. Details of the Peak to Peak benefits package can be found in [this benefits overview document](#).

**Facilities Maintenance and Expansion:** Unlike all schools in BVSD (both district-managed and other charter schools), Peak to Peak owns its own land and buildings. With the exception of the renovations and expansions that have been completed with BVSD bond revenue (detailed in the next section), all land and building purchases and maintenance have been made with per pupil revenue and the BVSD operations and technology mill levy. Because we own our facilities, Peak to Peak holds effective stewardship of its land and buildings as a high priority. We have a dedicated facilities team that works year-round to ensure all maintenance and upkeep needs are addressed, which includes both proactive maintenance and addressing any building repair needs. We dedicate resources in our annual operating budget for regular maintenance items such as asphalt crack repair, seat coat, and striping; gym floor screen and coat annually; and HVAC servicing. In addition, we have a schedule for more periodic maintenance needs such as



turf renewal, interior painting, exterior wall sealant, etc. As an example, in the summer of 2023, we upgraded all interior lights to LED lights; in the summer of 2024, we began upgrades in our gymnasiums adding shot clocks for basketball.

**Food service program:** Peak to Peak has been operating as an independent school food authority (SFA) for approximately 15 years. We are proud of the fact that we have a fully operating kitchen that prepares breakfast and lunch for all students in-house and largely from scratch. In 2023-24, with the introduction of Colorado's Healthy School Meals for All Program to supplement the National School Lunch Program, program participation increased dramatically. Peak to Peak served an average of 412 breakfasts per day and 772 lunches per day during the 2023-24 school year. Daily menus include a main entree and vegetarian options. Last year, we also began offering a halal meal option weekly, an addition that was made in response to feedback from Muslim students and parents in our community,

**Transportation Program:** To increase student access to Peak to Peak, as well as to ensure transportation for our experiential and extracurricular/athletic programs, the school launched a transportation program during the 2022-23 school year. This included leasing four electric buses and hiring part-time bus drivers. Since that initial year, the school has added a fifth bus and hired a part-time dedicated transportation coordinator. At the start of the 2024-25 school year, we have approximately 140 students taking the bus to school every morning, three regular bus drivers, and numerous field trips, extracurricular, and athletic events scheduled using our transportation program. Peak to Peak is also on the cutting edge of electric vehicle (EV) technology with an all-electric fleet and one bus with vehicle-to-grid (V2G) technology. We are always glad to share what we learned in terms of our electric bus fleet with BVSD, other schools, and/or other districts.

**Friends of Peak to Peak:** Friends of Peak to Peak ("Friends") is a non-profit with 501(c)3 tax-exempt status that handles all of Peak to Peak's fundraising functions. Because Peak to Peak still carries debt from the original construction of our facilities, we do robust fundraising throughout each school year to offset the portion of per pupil revenue that goes towards debt service and other facility-related expenses. In the 2023-24 school year, the net revenue raised by Friends was \$392,199. Friends also manages a scholarship fund made possible by a generous gift made to the school for this purpose in 2015. The scholarship fund is in an endowment fund held at the Colorado Gives Foundation. The scholarship fund allows us to grant between four and six 4-year scholarships (\$3,000 per year) for students who need additional financial support for college.

**Center for Professional Development (CPD):** In 2010, Peak to Peak Charter School launched its Center for Professional Development (CPD), an office dedicated to creating collaborative educational partnerships designed to maximize student achievement. As a nationally celebrated charter school, Peak to Peak regularly receives requests for advice, support, or resources from other schools and educational institutions. Because the school recognizes its responsibility as



an educational leader, the CPD was designed to respond to those requests. The CPD's purpose is twofold. First, it oversees professional development for Peak to Peak faculty and creates opportunities to serve as consultants, mentors, workshop leaders, and instructional coaches. Second, it facilitates partnerships to provide collaborative, research-based professional development services to other schools and institutions (schools, districts, universities, etc.). Partnerships are custom-tailored to the needs of each partner institution and are designed to be relevant and transformative for educators in all stages of their careers. CPD partnerships take on a variety of forms, from providing partner schools with curriculum consultants to offering workshops on best practices to providing state-approved induction services.

## Section 2: District Collaboration and Feedback

Peak to Peak is grateful for our partnership with Boulder Valley School District. This section details the ways in which we have collaborated with the district in service of providing a high-quality education to all students.

***District Training:*** Peak to Peak regularly attends district trainings to ensure we are aligned in practice when it comes to policies that we have not waived in our charter contract. Our leaders have found the District Leadership Team meetings and the principal-level meetings to be extremely supportive. Our team members have been able to extract the information that pertains to us and apply it to our current context. We have also partnered with BVSD Safety and Security to ensure our practices align to the district.

***Bond Program:*** We have appreciated the opportunity to participate in both the 2014 and 2022 BVSD bonds. As taxpayers, our families have also appreciated that these taxpayer-supported measures are benefiting students at district-managed and charter schools like Peak to Peak. In collaboration with the district, the following improvements were made to the Peak to Peak facilities using the proceeds from the two bonds that have passed during this charter contract period:

- **2014 Bond:** Using \$10.2m in funding from the 2014 Bond, Peak to Peak was able to address many campus expansion needs, including a cafeteria expansion, a college counseling center, a tutoring/innovation center, a high school gymnasium, and a couple of additional elementary and middle school classrooms. The total added space was 42,131 square feet.
- **2022 Bond:** Using \$12.2m in funding from the 2022 Bond, a number of facility renovations are currently underway at the school. The largest of these projects is the conversion of the school's "auditeria" into a proper K-12 auditorium and performing arts center, a space for programming that aligns with CTE standards. In addition, there have been more minor renovations to a number of spaces to maximize learning for students and some "critical needs" infrastructure upgrades such as new HVAC units, new boiler, concrete replacement, carpet replacement, paint refresh, etc.



**Serving Multilingual Learners:** At the elementary level Peak to Peak partners with BVSD to provide Elementary English Language Development (ELD) services via a co-teaching model. Co-teaching allows the general education teacher and an ELD teacher to collaborate as they plan and implement daily lessons in core content areas. Through this collaboration, the classroom teacher leverages their content expertise, and the ELD teacher leverages their language expertise to plan lessons that support students in developing language while accessing grade level standards. Peak to Peak has seen this model benefit our students in a variety of ways. We anticipate that our multilingual student population will continue to grow in future years and we anticipate the needs of our multilingual learners will continue to grow. As we move into our charter renewal we would like to explore the possibility of moving away from the BVSD insurance model for ELD to a model that mirrors our current SPED model. Peak to Peak would like to have the flexibility to hire and train our own staff to serve our multilingual learners. It has been our experience that having our teachers on staff ensures a greater alignment to our mission and vision. Below is a chart that represents our in group percentiles for elementary and middle SPED and multilingual learners.

In-group percentiles from CMAS 2023-24

School Level	ELA SPED	Math SPED	ELA Multilingual	Math Multilingual
Elementary	88th	91st	NA	NA
Middle	92nd	96th	65th	76th

**Open Enrollment:** We have valued our partnership with BVSD in managing enrollment. We feel this ensures the integrity of the process and ensures that enrollment preferences are implemented consistently and with fidelity.

**District Safety and Security:** While Peak to Peak is not currently a part of the BVSD School Safety Advocate (SSA) Program, we have nonetheless felt supported by the district’s safety and security team when needs arise. Brendan Sullivan, David Self, and the entire SSA team have been responsive when we reached out with questions and concerns related to safety issues. We are interested in having an SSA presence more regularly at Peak to Peak, but do not currently have the resources for a full-time SSA and have not found another charter school interested in partnering to share the cost and services of a full-time SSA.

## Section 3: The Next Five Years

**Continued Focus on Maturation:** Continued focus on mission and vision implementation with a focus on strengthening systems in alignment with a commitment to long-term sustainability.



There are many components to this strategic priority, including intentional K-12 program alignment and the other specific priorities that follow.

***Continued Focus on Academic Excellence:*** Peak to Peak is committed to continuing its laser focus on strong academic outcomes and college readiness for all students. As we continue to enroll more students with identified needs, we are working to ensure effective support for students with diverse academic, social-emotional, and behavioral needs. We believe that it is critical that we keep our current SPED model intact and that we bring our services for multilingual learners in house to achieve these goals. By doing so we can effectively monitor and adjust our practices to meet individual student needs. We will also continue to partner with colleges and universities to understand how to best support students for post-secondary success, and then ensure that our program aligns with the changing landscape of higher education.

***Staff Satisfaction and Retention:*** Peak to Peak has long had strong staff satisfaction and retention as noted in the staffing section above. However, an ongoing challenge is remaining competitive with BVSD in terms of staff compensation. In an environment where the teacher candidate pool is increasingly shrinking, it is essential that we continue to attract and retain strong talent. Part of this is maintaining our positive staff culture, but also continuing to dedicate resources to offering competitive salaries and benefits.

***Campus Enhancement:*** Peak to Peak is in the process of updating its master plan to address our long-term facility needs. Currently, our hallways are congested, and we lack sufficient space for more innovative, exploratory learning. By the end of the 2024-25 school year, the school is working to have an updated master plan and a financial model that would support the implementation of that plan so the Board can make a decision about implementation of the plan following charter renewal.

***Continued Culture, Climate, and Equity Work:*** Peak to Peak is continually working to close all academic achievement and growth gaps between subgroups of students and to ensure no gaps in student or family perception of culture and climate in terms of inclusion and safety. In addition, we are working towards a clear articulation of equity-focused curricular and program initiatives across the K-12 continuum. As an example, this year the school is beginning implementation of No Place for Hate school-wide.

## Part 2: Required Body of Evidence Submissions

### Body of Evidence Submissions Checklist

<input type="checkbox"/>	<a href="#">Academic Performance School Performance Framework</a>
<input type="checkbox"/>	<a href="#">School Calendar</a>
<input type="checkbox"/>	Elementary <a href="#">Master Schedule</a> Secondary <a href="#">Master Staff Schedule</a>
<input type="checkbox"/>	<a href="#">Staff Roster</a>
<input type="checkbox"/>	<a href="#">Curriculum Overview</a>
<input type="checkbox"/>	<a href="#">Multilingual Learner Self-Reflection</a>
<input type="checkbox"/>	<a href="#">Multi-Tiered Systems of Support Reflection</a>
<input type="checkbox"/>	<a href="#">SPED Self-Reflection</a>
<input type="checkbox"/>	<a href="#">Professional Development History</a> <a href="#">Professional Development Plan</a>
<input type="checkbox"/>	<a href="#">Teacher Evaluation Template</a>
<input type="checkbox"/>	School Leader Evaluation <ul style="list-style-type: none"> <li>• <a href="#">Current Evaluation Process</a></li> <li>• <a href="#">Executive Director of Education Evaluation Tool</a></li> <li>• <a href="#">Executive Director of Operations Evaluation Tool</a></li> </ul>
<input type="checkbox"/>	<a href="#">Staff Handbook</a>
<input type="checkbox"/>	<a href="#">Classroom Observation Protocol</a>
<input type="checkbox"/>	<a href="#">Assessment Plan</a> (including Interim Assessments)
<input type="checkbox"/>	<a href="#">Graduation Requirements</a>



<input type="checkbox"/>	Unified Improvement Plan <ul style="list-style-type: none"><li>• <a href="#">2022-2024</a></li><li>• <a href="#">2024-2026</a></li></ul>
<input type="checkbox"/>	<a href="#">Bylaws</a>
<input type="checkbox"/>	<a href="#">Board Governance</a>
<input type="checkbox"/>	<a href="#">Board Meeting Schedule</a>
<input type="checkbox"/>	<a href="#">Board Meeting Agendas and Minutes</a>
<input type="checkbox"/>	<a href="#">Board Roster</a>
<input type="checkbox"/>	<a href="#">Strategic Plan</a>
<input type="checkbox"/>	<a href="#">Board Handbook</a> (including <a href="#">Conflict of Interest Policy</a> )
<input type="checkbox"/>	<a href="#">Board Self-Evaluation/Needs Assessment</a>
<input type="checkbox"/>	<a href="#">Current Waivers and Replacement Policies</a> <a href="#">New Waiver Requests with Rationale Document</a>
<input type="checkbox"/>	<a href="#">Organizational Chart</a>
<input type="checkbox"/>	<a href="#">Complaint/Grievance Policy</a>
<input type="checkbox"/>	<a href="#">Title IX Plan/Policy</a>
<input type="checkbox"/>	<a href="#">Student Discipline Policy</a>
<input type="checkbox"/>	<a href="#">Student discipline data by subgroup</a> for previous four* years <i>*included 3 years of data due to distance learning/pandemic</i>
<input type="checkbox"/>	<a href="#">Program Data: Proportionality</a>
<input type="checkbox"/>	<a href="#">Parent/Student Handbooks</a>
<input type="checkbox"/>	<a href="#">Student Enrollment by Subgroups</a>



<input type="checkbox"/>	<a href="#">Requests for Contract Modifications</a>
<input type="checkbox"/>	<a href="#">Financial Performance - Financial Key Performance Indicators - 2016 - 2024</a>
<input type="checkbox"/>	<a href="#">Long-term budget (5-years if available)</a>
<input type="checkbox"/>	<a href="#">Financial Policies and Procedures</a>
<input type="checkbox"/>	<a href="#">Annual Independent Audit - FY24</a> (Previous years' audited financial statements are available on the <a href="#">school's website</a> .)
<input type="checkbox"/>	<a href="#">Audit Management Letter - FY24</a>



**BOULDER VALLEY  
SCHOOL DISTRICT**

**BOULDER VALLEY SCHOOL DISTRICT RE-2 RESOLUTION 25-07  
On the Peak to Peak Charter School Renewal Application**

WHEREAS, the mission of the Boulder Valley School District is to create challenging, meaningful and engaging learning opportunities so that all children thrive and are prepared for successful, civically engaged lives;

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

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

WHEREAS, on May 13, 1999, the Board approved a Charter School Contract for a five-year term ("Original Contract"), and subsequently renewed the Charter School Contract for two additional five-year terms commencing on July 1, 2005 and July 1, 2010. On May 12, 2015, the Board approved a ten year charter contract that expires on June 30, 2025.

WHEREAS, pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to 120 (the "Act"), the Board received a Renewal Application ("Renewal Application") (attached as Exhibit A) from Peak to Peak Charter School for a renewal to commence as of July 1, 2025 in accordance with the School District's Board Policy LBD;

WHEREAS, the Board has thoroughly considered the Renewal Application, the relevant law, Board Policy, the Summative Renewal Report, and Peak to Peak's Response to the Summative Renewal Report;

WHEREAS, Peak to Peak has achieved pupil performance standards, responsibly managed its funds, and met applicable federal and state law requirements, and other terms of the Charter School Contract; and,

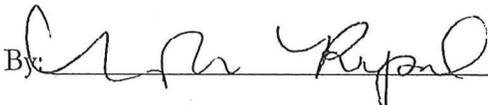
WHEREAS, Peak to Peak's data shows progress on issues important to the Board including in enrolling a student population that reflects the School District's student population and implementing equitable discipline policies and practices.

NOW THEREFORE, BE IT RESOLVED the Board finds it in the best interests of the students, School District, and community pursuant to Colorado law to approve the Renewal Application.

BE IT FURTHER RESOLVED that the Board directs the negotiation and execution of a mutually acceptable charter contract no later than ninety (90) days after the effective date of this Resolution, unless the parties jointly waive such timeline pursuant to C.R.S. § 22-30.5-106(2). Such contract shall contain standard terms and conditions, including, but not limited to:

- a provision requiring the School to use the School District's open enrollment policy, specifically enrollment criteria, beginning in the 2025-2026 school year (for enrollment in the 2026-2027 school year);
- a mutual agreement with regard to the School's request for non-automatic waivers from state statutes and District policies that includes approval of replacement policies; and,
- A five-year term with no automatic renewals.

Approved and adopted this 28th day of January, 2025.

By:   
\_\_\_\_\_  
Nicole Rajpal, President

Attest:

  
\_\_\_\_\_  
Laura Shafer, Secretary



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WHEREAS, the mission of the Boulder Valley School District is to create challenging, meaningful and engaging learning opportunities so that all children thrive and are prepared for successful, civically engaged lives;

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

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

WHEREAS, on May 13, 1999, the Board approved a Charter School Contract for a five-year term ("Original Contract"), and subsequently renewed the Charter School Contract for two additional five-year terms commencing on July 1, 2005 and July 1, 2010. On May 12, 2015, the Board approved a ten year charter contract that expires on June 30, 2025.

WHEREAS, pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to 120 (the "Act"), the Board received a Renewal Application ("Renewal Application") (attached as Exhibit A) from Peak to Peak Charter School for a renewal to commence as of July 1, 2025 in accordance with the School District's Board Policy LBD;

WHEREAS, the Board has thoroughly considered the Renewal Application, the relevant law, Board Policy, the Summative Renewal Report, and Peak to Peak's Response to the Summative Renewal Report;

WHEREAS, Peak to Peak has achieved pupil performance standards, responsibly managed its funds, and met applicable federal and state law requirements, and other terms of the Charter School Contract; and,

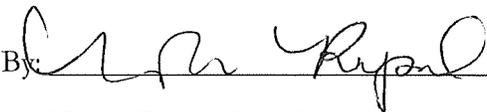
WHEREAS, Peak to Peak's data shows progress on issues important to the Board including in enrolling a student population that reflects the School District's student population and implementing equitable discipline policies and practices.

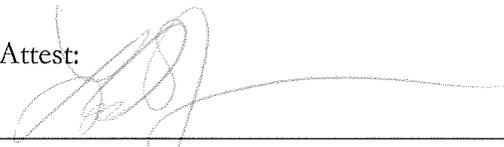
NOW THEREFORE, BE IT RESOLVED the Board finds it in the best interests of the students, School District, and community pursuant to Colorado law to approve the Renewal Application.

BE IT FURTHER RESOLVED that the Board directs the negotiation and execution of a mutually acceptable charter contract no later than ninety (90) days after the effective date of this Resolution, unless the parties jointly waive such timeline pursuant to C.R.S. § 22-30.5-106(2). Such contract shall contain standard terms and conditions, including, but not limited to:

- a provision requiring the School to use the School District's open enrollment policy, specifically enrollment criteria, beginning in the 2025-2026 school year (for enrollment in the 2026-2027 school year);
- a mutual agreement with regard to the School's request for non-automatic waivers from state statutes and District policies that includes approval of replacement policies; and,
- A five-year term with no automatic renewals.

Approved and adopted this 28th day of January, 2025.

By:   
\_\_\_\_\_  
Nicole Rajpal, President

Attest:   
\_\_\_\_\_  
Laura Shafer, Secretary

**AMENDED AND RESTATED BYLAWS  
OF  
PEAK TO PEAK CHARTER SCHOOLS, INC.**

**May 18, 2022**

**ARTICLE I  
NAME**

**1.1 Name.** The name of the corporation shall be Peak to Peak Charter Schools, Inc. As used herein, the corporation may be referred to as the “School”.

**ARTICLE II  
OFFICES**

**2.1 Principal office.** The principal office of the School shall be located in the State of Colorado, and the School shall have a mailing address of 800 Merlin Drive, Lafayette, Colorado 80026. The School may move this office and/or have other offices as the Board of Directors may require from time to time.

**2.2 Registered Office.** The registered office of the School required by the laws of the State of Colorado to be maintained in Colorado may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE III  
PURPOSE**

**3.1 Mission.** The mission of the School shall be to:

- (a) Provide broad access to an exemplary K-12 liberal arts, college preparatory education that challenges students to achieve their academic potential;
- (b) Be a community that values and recognizes scholarship, academic achievement, and creativity;
- (c) Provide an environment in which each student is known, respected, and valued as an individual of great potential and promise; and

(d) Prepare students to become active and responsible citizens of an interdependent world.

**3.2 Legal Status.** The School is a public charter school as defined in the Colorado Charter Schools Act, Colo. Rev. Stat. §22-30.5-101, *et seq.* (the “Charter Schools Act”).

## **ARTICLE IV MEMBERS**

**4.1 Members.** There are two classes of Members of the School. Each parent or legal guardian of a child enrolled at the School is a “Parent Member.” Each Employee of the School is a “Staff Member.” Membership of a Parent Member will terminate when the person no longer has a child enrolled at the School. Membership of a Staff Member will terminate when the person’s employment at the School terminates. As used in these Bylaws, an “Employee” shall mean any individual who is employed in an hourly or salaried position with the School with a designated FTE, and, for the avoidance of doubt, shall not include substitute teachers, substitute paraprofessionals, coaches, volunteers, or any other person working on a stipend-only basis.

**4.2 Role of Members.** The role of a Member shall include:

- (a) Attending general membership meetings;
- (b) Staying informed on school issues by reading the School's newsletters, website, and communications;
- (c) Electing members of the Board of Directors;
- (d) Communicating opinions to the Board of Directors through the communication pathways; and
- (e) Serving and participating in volunteer roles whenever possible.

**4.3 Annual Meeting.** There shall be regular meetings of the Members at least annually for the purpose of receiving a report from the Board of Directors and Committees (as determined by the Board), electing voting members of the Board of Directors and for the transaction of other business as may properly come before the meeting. The annual general meeting shall be held at such time and place as designated by the Board of Directors. Minutes of all regular meetings of the Members shall be kept by the Secretary.

**4.4 Special Meetings.** Special meetings of the Members may be called solely by the Board of Directors. Each special meeting shall be held at such time and place as designated by the Board of Directors. Minutes of all special meetings of the Members shall be kept by the Secretary.

**4.5 Notice.** Written notice of every meeting of the Members stating the purpose (including any matter or matters to be voted upon by the Members), date, time and place thereof shall be given no less than 10 calendar days prior to the meeting date. The method of delivery of any required notice shall be made in any manner determined by the Board of Directors to be fair and reasonable.

**4.6 Voting.** For Parent Members, each family unit shall have two votes, regardless of the number of children attending the School. Each Staff Member shall have one vote. If a Staff Member is the parent or legal guardian of children attending the School, such Staff Member family unit shall also be entitled to the number of Parent Member votes provided pursuant to this Section 4.6. Voting at a Members' meeting may be by voice or by written ballot; *provided, however*, that all elections for Directors shall be by written ballot. The submission of votes for any matter submitted to the Members shall be conducted in accordance with procedures approved by the Election Committee and approved by the Board.

**4.7 Quorum and Vote Required.**

(a) Except as otherwise provided in these Bylaws, (a) ten percent (10%) of all available votes shall constitute a quorum at any meeting of the Members, and (b) at any meeting at which a quorum is present, the affirmative vote of a majority of the votes represented at the meeting and entitled to vote on the subject matter shall be the affirmative act of the Members.

(b) In connection with a vote of the Members on any amendment to these Bylaws pursuant to Section 9.3(b), (A) 20% of all available votes of the Members shall constitute a quorum, and (B) at any meeting at which a quorum is present, the affirmative vote of 66% of the votes represented at the meeting and entitled to vote on the subject matter shall be the affirmative act of the Members.

(c) In connection with a vote of the Members to remove a voting director pursuant to Section 5.5(b)(ii), (A) 30% of all available votes of the Members shall constitute a quorum, and (B) at any meeting at which a quorum is present, the affirmative vote of 66% of the votes represented at the meeting and entitled to vote on the subject matter shall be the affirmative act of the Members.

**ARTICLE V**  
**BOARD OF DIRECTORS**

**5.1 General Powers.** The business and affairs of the School shall be managed by its Board of Directors, except as otherwise provided in the Colorado Revised Nonprofit Corporation Act (the "Act"), the articles of incorporation, or these Bylaws.

**5.2 Number, Tenure and Qualifications.**

(a) Voting Members.

(i) The Board of Directors shall consist of seven voting members.

(ii) Voting members of the Board of Directors shall hold office for a term of three years. Each year of a term will commence on July 1 and end on June 30 of the following calendar year.

(iii) No voting member of the Board of Directors may serve for more than two (2) consecutive three-year terms. A partial term shall not be counted toward this limitation. There shall be no limit to the number of non-consecutive terms an individual may serve as a voting member of the Board of Directors.

(iv) At all times, a majority of the voting members of the Board of Directors shall be parents or legal guardians of a child or children currently enrolled at the School. In the event a member of the Board of Directors was a parent or legal guardian of a child enrolled at the School at the commencement of such director's term and such student graduates during the director's term, such director shall nonetheless be deemed to satisfy the foregoing qualification for the balance of their term in office.

(v) The voting members of the Board of Directors of the School shall be natural persons at least eighteen years of age or older. No person who is an Employee or immediate family member of an Employee of the School shall be eligible to serve as a voting member of the Board of Directors. No student enrolled at the School shall be eligible to serve as a voting member of the Board of Directors.

(b) Non-Voting Members.

(i) The Executive Director of Education of the School or the equivalent position (as determined by the voting members of the Board) shall serve as a non-voting member of the Board.

(ii) Unless otherwise determined by the voting members of the Board of Directors, the Executive Director of Operations of the School or the equivalent position (as determined by the Board) shall serve as a non-voting member of the Board. The Executive Director of Education and Executive Director of Operations (for so long as such position is designated as such by the Board) are collectively referred to as the "Executive Administrators".

(iii) Unless otherwise determined by the voting members of the Board of Directors, the principal of the elementary, middle and high school shall each serve as a non-voting member of the Board.

**5.3 Duties of the Board of Directors.** For purposes of encouraging full and knowledgeable participation of the Board of Directors, and without prejudice to the general powers and duties set forth in the Act and the Charter Schools Act, the members of the Board of Directors shall have the following duties and responsibilities:

(a) Set policy, in accordance with the School's mission, vision and strategic plan, necessary for the orderly day-to-day operation of the school in compliance with all District, State and Federal policies and requirements.

(b) Develop a long-term strategic plan to ensure the mission and vision of the School is fulfilled and periodically assess the performance of the Executive Administrators, principals and other staff members in achieving the key performance indicators set forth in the strategic plan.

(c) Hire, evaluate and/or remove the Executive Administrators.

(d) Review and approve staff hiring procedures and job descriptions, and maintain oversight over staff hiring and terminations, in each case, in accordance with District, State and Federal policies and requirements.

(e) Review and have final approval of changes to educational curriculum, texts and assessments.

(f) Adopt an annual budget for the School, which shall be submitted to it upon recommendation of the Finance and Budget Committee.

(g) Authorize any fees payable by students in accordance with District, State and Federal guidelines.

(h) Select at least one voting Board member to serve on the Hiring/Organizational Development Committee, Finance and Budget Committee, Curriculum Committee, Election Committee and Accountability Committee.

(i) Select at least one voting Board member to serve as liaison with the BVSD Board of Education and the District administration.

(j) Regularly attend Board and Committee meetings.

**5.4 Election of Voting Directors.** At each annual general meeting of the Members and at each special meeting of the Members called for that purpose, the Members shall elect directors to fill any open seat on the Board. The Election Committee shall solicit nominations for candidates for the Board and shall submit to the Members in advance of such meeting a ballot containing the names of any individuals that have been submitted as nominees and who satisfy the qualifications set forth in these Bylaws. Members shall vote as provided in Section 4.6 in accordance with the procedures determined by the Election Committee and approved by the Board of Directors. Members may vote for as many candidates (including write-in candidates who satisfy the qualifications set forth in these Bylaws) as there are open positions on the Board. Cumulative voting shall not be permitted. The members of the Board of Directors shall be elected by a plurality of the votes cast by the Members. Unless otherwise determined by the Board of Directors, newly elected directors may attend meetings of the Board of Directors in an observer status and receive meeting materials prior to the commencement of their term in office.

#### **5.5 Resignation and Removal**

(a) Any voting Director may resign at any time by giving written notice to the President or Secretary of the Board of Directors.

(b) Removal.

(i) If any voting Director fails to attend four consecutive meetings of the Board, and such failure has not been excused by the President of the Board, such Director shall be removed from office immediately upon the approval of a majority of the remaining voting Directors.

(ii) A voting Director may be removed from office by the Members solely as provided in this Section 5.5(b)(ii).

(1) To initiate the removal of a voting Director, Members holding 10% or more of the aggregate votes of all of the Members of the School shall sign and deliver to the Board a petition calling for the removal of such Director (the "Removal Petition"). The Removal Petition shall (A) state the name of the Director for whom removal is sought, (B) state the name(s) of all Members signing the Removal Petition, and (C) include a description of the reason for the removal, including the action(s) or inaction(s) of the Director that warrant the removal, and the reason the petitioners believe that removal would be in the best interest of the School. No Removal Petition shall be valid if it is delivered to the Board less than four months prior to the expiration of the term in office of such Director.

(2) So as to prevent interference with the learning environment, the solicitation of signatures on any Removal Petition may not occur on School grounds from one hour before until one hour after normal School hours.

(3) Within ten (10) days following submission of the Removal Petition or as promptly thereafter as practicable, the Board or its designee shall verify that the Removal Petition complies with the requirements of Section 5.5(b)(ii) and shall confirm in their reasonable judgment that the signatures set forth on the Removal Petition are in fact the Members' signatures (electronic signatures shall be permissible).

(4) In the event that the Removal Petition does not meet the requirements of this Section, the Board, or its designee, shall, within fifteen (15) days of submission of the Removal Petition or as promptly thereafter as practicable return the Removal Petition to the petitioners with a statement identifying the reason(s) it did not meet the requirements.

(5) In the event that the Removal Petition meets the requirements of this Section, the Board shall, at its next regularly scheduled meeting, call a special meeting of the Members to occur not more than 45 days after such Board meeting. In connection with such special meeting, the Members shall vote on (A) whether to remove such Director from office, and (B) if removal is approved by the requisite vote of the Members, to select among any nominated candidates to fill the position for the balance of such removed Director's term.

(6) In order for any Director to be removed at a special meeting called pursuant to this Section 5.5(b)(ii), the Members shall approve the removal in accordance with Section 4.7(c).

(7) If a Director is removed in accordance with this Section, the nominee who received a plurality of the votes in such election shall assume office immediately and shall serve the remainder of the removed Director's term. If no nominee is submitted or approved to serve the balance of the removed Director's term, then the vacancy shall be addressed by the Board in accordance with Section 5.6.

(8) This Section 5.5(b) shall constitute the Members' sole right to remove a duly elected voting Director and supersedes any other right provided pursuant to the Act.

**5.6 Vacancies.** In the event of any vacancy among the voting members of the Board of Directors for any reason, the Board shall elect: (a) to leave the position vacant until the next annual general meeting, at which time such position will be filled by an individual duly elected in accordance with Section 5.4, to serve for the balance of the former Director's three-year term, (b) to appoint an individual that meets the qualifications set forth in these Bylaws to serve until the next annual general meeting, at which time such position will be filled by an individual duly elected in accordance with Section 5.4, to serve for the balance of the former Director's three-year term, or (c) to call a special meeting of the Members in accordance with Section 5.4, at which time such position will be filled by an individual duly elected in accordance with Section 5.4, to serve for the balance of the former Director's three-year term.

**5.7 Regular Meetings.** Regular meetings of the Board of Directors shall be held at least once per month, *provided* that the Board of Directors may elect to not hold a meeting in July of each year. The Board of Directors shall provide by resolution the time and place of all regular meetings.

**5.8 Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two voting Directors. Unless otherwise agreed by a majority of the Board of Directors, any special meeting of the Board of Directors shall be held at the School.

**5.9 Notice.** Meetings are open to the public and notice of all regular and special meetings of the Board of Directors shall be given by posting in a designated public place in accordance with Colo. Rev. Stat. §24-6-401, *et seq.*, or any successor statute. Notice of any meeting of the Board of Directors shall be given at least 24 hours prior to the meeting by written notice delivered to each Director. A director waives notice of a regular or special meeting by

attending or participating in the meeting unless, at the beginning of the meeting, such Director objects to the holding of the meeting or the transaction of business at the meeting.

**5.10 Executive Session.** All regular and special meetings of the Board of Directors shall be open to the public in accordance with the Colorado Open Meetings Law, as amended from time to time (Colo. Rev. Stat. §24-6-401, *et seq.*), *provided* that the Board of Directors may meet in executive session subject to the conditions of and in compliance with the Colorado Open Meetings Law.

**5.11 Quorum.** At any meeting of the Board of Directors, a majority of the voting Directors then in office shall constitute a quorum for the transaction of business. If less than a quorum is present, a majority of the Directors present may adjourn the meeting from time to time without further notice for a period not to exceed sixty (60) days at any one adjournment.

**5.12 Manner of Acting.** The act of a majority of the voting Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise provided in these Bylaws or applicable law.

**5.13 Compensation.** No voting member of the Board shall receive compensation for their role as a member of the Board or as a member of a Committee.

**5.14 Presumption of Assent.** A Director who is present at a meeting of the Board of Directors or a committee of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless (a) such Director objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting, (b) such Director votes against such action, which dissent shall be entered into the minutes of the meeting, or (c) such Director gives written notice of their dissent to the presiding officer of the meeting before its adjournment or delivers such dissent to the Secretary immediately after adjournment of the meeting. Such right to dissent as to a specific action taken at a meeting of the Board of Directors or a committee of the Board of Directors shall not be available to a Director who voted in favor of such action.

## ARTICLE VI BOARD COMMITTEES

**6.1 Advisory Committees.** The Board of Directors, by resolution, may appoint advisory committees ("Committees") to the Board of Directors who, by such appointment, shall not be deemed to be directors, officers or employees of the School. Each Committee shall consider, advise upon and make recommendations to the Board of Directors with respect to matters of policy relating to the general conduct of the business of the School and with respect to such

questions as may be submitted to it by the Board of Directors. The adoption or revision of any charter or other governing document of each Committee shall be subject to the approval of the Board of Directors. Except as otherwise provided in these Bylaws, the composition of each Committee shall be determined in accordance with such approved charter or other governing document. Individuals appointed to serve on any Committee need not be voting Directors, *provided, however*, that with respect to each of the standing committees identified in these Bylaws, at least one voting Director shall be a member of the Committee.

**6.2 Election Committee.** The Election Committee shall be responsible for the conduct of all Member elections, including, without limitation, creating and maintaining processes for each election, establishing campaign guidelines, running information meetings and Q&A sessions, and tabulating and certifying the election results. Election results shall be certified to the Board of Directors by the Election Committee at the first meeting of the Board of Directors following the conclusion of an election. The Election Committee will maintain the confidentiality of all cast ballots. No person may serve on the Election Committee during any year in which such person or any immediate family member of such person is a candidate for election.

**6.3 Curriculum Committee.** The Curriculum Committee shall be responsible for continuously improving the educational program, in line with the School's overall mission and vision, via research, curriculum development, and review of recommendations for changes in curriculum and/or primary learning materials brought to the committee by department chairs or team leaders. The Curriculum Committee's recommendations shall be brought to the Board for approval.

**6.4 Finance and Budget Committee.** The Finance and Budget Committee shall be responsible for recommending financial processes and an annual balanced budget to the Board of Directors for approval, reviewing the finances of the school at least 3 times per year, and for providing financial recommendations as requested by the Board.

**6.5 Accountability Committee.** The Accountability Committee shall be responsible for (a) gathering and analyzing data to assess the School's progress toward its mission, vision and strategic plan, (b) monitoring the progress made toward meeting improvement goals and strategic plan objectives, (c) soliciting input from parents, guardians, staff and students as appropriate for assessment and evaluation of the School's performance, and (d) submitting an annual report to the Board of Directors and the Members with respect to the foregoing. The Board of Directors and the Accountability Committee together serve as the "school accountability committee" required pursuant to Colo. Rev. Stat. §22-11-401, *et. seq.*, and shall have the powers and duties set forth therein.

**6.6 Hiring and Organizational Development Committee.** The Hiring and Organizational Development Committee shall be responsible for recruiting and recommending,

based on selection procedures and job descriptions approved by the Board of Directors, candidates to fill openings for administrative, staff, teaching and coaching positions, in each case, as directed by the Board of Directors.

## **ARTICLE VII OFFICERS AND AGENTS**

**7.1 General.** The Board of Directors shall elect from among its voting members a President, Vice President, a Secretary and a Treasurer. The term of such officers shall be one year or until such time as their respective successors are duly elected and qualified. The Board of Directors may appoint such other officers, assistant officers, and agents, including chairperson, assistant secretaries and assistant treasurers, as it may consider necessary, and such persons need not be voting Directors. Each officer shall have such authority and duties as is provided in these Bylaws and as may otherwise from time to time be determined by the Board of Directors. One person may hold more than one office.

**7.2 President.** The Board President or their designee shall preside at all meetings of the Board of Directors, prepare and distribute an agenda for all meetings, coordinate the work of the other Board officers of the Board, act as chair of any meeting of the Members, and act as the official representative of the Board to the Members.

**7.3 Vice President.** The Board Vice-President shall assist the Board President and shall perform such duties as may be assigned by the Board President or the Board of Directors. The Board Vice-President shall, at the request of the Board President, or in the Board President's absence or inability or refusal to act, perform the duties of the Board President and when so acting shall have all the powers of the Board President.

**7.4 Treasurer.** The Board Treasurer shall (a) perform such duties as may be assigned by the Board President or the Board of Directors, (b) be responsible for all funds and securities of the School, (c) have final responsibility for the financial statements of the School, (d) serve as a member of the Finance & Budget Committee, and (e) ensure that any grant monies received are expended consistently with the terms of such grants.

**7.5 Secretary.** The Board Secretary shall (a) perform such duties as may be assigned by the President or the Board of Directors, (b) keep a record of all minutes of meetings of the Board of Directors and the Members, (c) distribute copies of such minutes to the Board of Directors, and (d) keep and make available to the public copies of the minutes and all written committee reports.

## **ARTICLE VIII INDEMNIFICATION**

**8.1 Authority for Indemnification.** Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, by reason of the fact that such person is or was a director, officer, employee, fiduciary or agent of the School or is or was serving at the request of the School as a director, officer, partner, trustee, employee, or agent of any foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan (a "Proper Person"), shall be indemnified by the School against expenses (including attorneys' fees), judgments, penalties, fines, (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by them in connection with such action, suit or proceeding if it is determined by the groups set forth in Section 8.4 of these bylaws that such person conducted themselves in good faith and that they (a) reasonably believed, in the case of conduct in their official capacity with the School, that their conduct was in the School's best interest, or (b) in all other cases (except criminal cases) believed that their conduct was at least not opposed to the School's best interests, or (c) with respect to criminal proceedings had no reasonable cause to believe their conduct was unlawful. A person will be deemed to be acting in their official capacity while acting as a director, officer, employee or agent of the School and not when they are acting on the School's behalf for some other entity. No indemnification shall be made under this Section 8.1 to a Proper Person with respect to any claim, issue or matter in connection with a proceeding by or in the right of the School in which the Proper Person was adjudged liable to the School or in connection with any proceeding charging improper personal benefit to the Proper Person, whether or not involving action in their official capacity, in which they were adjudged liable on the basis that personal benefit was improperly received by them. Further, indemnification under this Section 8.1 in connection with a proceeding brought by or in the right of the School shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding.

**8.2 Right to Indemnification.** The School shall indemnify any Proper Person who has been wholly successful on the merits or otherwise, in defense of any action, suit, or proceeding referred to in Section 8.1 of these Bylaws, against expenses (including attorneys' fees) reasonably incurred by them in connection with the proceeding without the necessity of any action by the School other than the determination in good faith that the defense has been wholly successful.

**8.3 Effect of Termination of Action.** The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 8.1 of these bylaws. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability.

**8.4 Groups Authorized to Make Indemnification Determination.** In all cases, except where there is a right to indemnification as set forth in Section 8.2 of these Bylaws or where indemnification is ordered by a court, any indemnification shall be made by the School only as authorized in the specific case upon a determination by a proper group that indemnification of the Proper Person is permissible under the circumstances because they have met the applicable standards of conduct set forth in Section 8.1 of these Bylaws. This determination shall be made by the Board of Directors by a majority vote of a quorum, which quorum shall consist of directors not parties to the proceeding. If such a quorum cannot be obtained, the determination shall be made by a majority vote of a committee of the Board of Directors designated by the Board, which committee shall consist of two or more directors not parties to the proceeding, except that directors who are parties to the proceeding may participate in the designation of directors for the committee. If such a quorum of the Board of Directors cannot be obtained or the committee cannot be established, or even if a such a quorum can be obtained or the committee can be established but such quorum or committee so directs, the determination shall be made by independent legal counsel selected by a vote of a quorum of the Board of Directors or a committee in the manner specified in this Section 8.4 or, if a quorum of the full Board of Directors cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full Board (including directors who are parties to the action).

**8.5 Court Ordered Indemnification.** Any Proper Person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 8.2 of these Bylaws, including indemnification for reasonable expenses incurred to obtain court ordered indemnification. If the court determines that the Proper Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not they met the standards of conduct set forth in Section 8.1 of these Bylaws or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper, except that if the individual has been adjudged liable, indemnification shall be limited to reasonable expenses incurred.

**8.6 Advance of Expenses.** Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the School to any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (a) a written affirmation of such Proper Person's good faith belief that they have met the standards of conduct prescribed in Section 8.1 of these Bylaws; (b) a written undertaking, executed personally or on their behalf, to repay such advances if it is ultimately determined that they did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment); and (c) a determination is made by the proper group (as described in Section 8.4 of these Bylaws), that the facts as then known to the group would not preclude indemnification.

**8.7 Limitation.** Any provision of this Article VIII to the contrary notwithstanding, the School shall not have authority to indemnify any person or entity if to do so would be contrary to Colorado law.

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

## ARTICLE IX MISCELLANEOUS

**9.1 Waiver of Notice.** Whenever notice is required by law, by the articles of incorporation or by these Bylaws, a waiver thereof in writing signed by the director or other person entitled to said notice, whether before, at or after the time stated therein, shall be equivalent to such notice.

**9.2 Fiscal Year.** The fiscal year of the School shall be July 1 through June 30.

**9.3 Amendments.**

(a) Except as provide in Section 9.3(b) below, the Board of Directors shall have the power to make, amend and repeal the Bylaws of the School at any regular or special meeting of the Board. The Bylaws shall be reviewed by the Board annually at a regular meeting of the Board.

(b) The following sections of these Bylaws may not be altered, amended or repealed, other than upon approval by the Board and subsequent approval by the Members in accordance with Section 4.7(b): Section 3.1 (*Mission*), 4.1 (*Members*), 4.3 (*Annual Meeting*), 4.6 (*Voting*), 4.7 (*Quorum and Vote Required*), 5.1 (*General Powers*), 5.2 (*Number, Tenure and Qualifications*), 5.3 (*Duties of the Board of Directors*), 5.4 (*Election of Voting Directors*), 5.5 (*Resignation and Removal*), 5.7 (*Regular Meetings*), 5.13 (*Compensation*), and 9.3 (*Amendments*).

**9.4 Conflicts.** The policies of the School, as adopted by the Board of Directors from time to time, shall be recorded and maintained by the Secretary in a separate policy manual. In the case of a conflict between the provisions of the articles of incorporation and either these Bylaws or the policy manual, the articles of incorporation shall control. In the case of a conflict between these Bylaws and the policy manual, these bylaws shall control. In the case of any conflict between these Bylaws and applicable law, the applicable section of these Bylaws shall be rendered invalid, but the remaining provisions in these Bylaws shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set the official hand of the School as of May 18, 2022.

PEAK TO PEAK CHARTER SCHOOLS, INC.,  
A Colorado Nonprofit Corporation

By Colleen Elliott  
Colleen Elliott, Board President

Attachment D  
 CHARTER SCHOOL CONTRACT  
 Peak to Peak School  
 Funding Package

District Provided Revenues:

Per Pupil Revenue (PPR) - School Finance Act Funding Formula (P2P's PPR)	11,564.00
Budget Override 1991 - 95% allocation	249.92
Budget Override 1998 - 95% allocation	372.28
Budget Override 2002 - 95% allocation	530.82
Budget Override 2005 - 95% allocation based on actual Transportation expenditures*	257.04
Budget Override 2010 - 95% allocation	1,745.61
Operation and Technology Mill - 95% allocation	1,347.97

\*Peak to Peak must complete the CDE-40 Transportation CDE process

Categorical Sources:  
 Special Education (State Reimbursement) - A per pupil allocation on total enrollment  
 English Language Proficiency Act ("ELPA") - Eligible P2P ELPA Students

Other Revenue:  
 Talented and Gifted Reimbursement  
 State READ Act Funding - per pupil of READ students (or services could be provided by BVSD in lieu of per pupil)

Purchased Service Categories and Allocated Costs:

<u>Item No.</u>	<u>Title</u>	<u>General Description</u>	<u>Applicability</u>	<u>Per Pupil Operating Cost</u> <u>Based Upon 2025-26 Budget</u>
1.	Central Administrative Overhead Costs**	Includes statutory General Admin - Support (2300's); General Admin - Business admin only jobs (2500's); and General Admin - Central admin only jobs (2800's)	Purchased	333.12
2.	Special Education	Includes but not limited to central functions for Special Education -Central including Administration including Directors Moderate Need Program (Pilot 2025-2026) Cost will be applied beginning FY27 Special Education -Resource School Programs Special Education -Intensive School Programs Social Worker Nursing Services - 30%	Purchased Purchased Optional Purchased Purchased Purchased	1018.22 -39.34 832.28 203.52 58.15 18.27
3.	English as Second Language	Includes ELL - Central ELL - Schools	Purchased Optional	55.96 278.82
4.	Inherent Overhead	Educational Center costs (Ed Center building)	Optional	17.02
5.	Miscellaneous Legal Obligations	ADA/504 Services Nursing Services - 70% Greeley Detention Center Homebound/Hospital	Purchased Purchased Optional Optional	6.70 42.64 4.44 2.47
6.	Business Services	Includes applicable Budget Services, Finance and Accounting Services, Benefits Administration, Warehouse Operations (PER SCHOOL BASIS) Accounts Payable Purchasing Payroll Services Human Resources - Automated Data Exchange compliance - 15% of expense	Purchased Optional Optional Optional Purchased	34.47 7.33 23.27 30.74 9.79

EXHIBIT D  
 CHARTER SCHOOL CONTRACT  
 Peak to Peak School  
Funding Package

<u>Item No.</u>	<u>Title</u>	<u>General Description</u>	<u>Applicability</u>	<u>Per Pupil Operating Cost Based Upon 2025-26 Budget</u>
7.	Information Technology	Includes all IT services other than those supporting Business Services Information Systems Services Computer Replacement Tier I Tech Support	Purchased Purchased Purchased	414.32 55.00 31.84
8.	Miscellaneous Learning Services Programs	Cultural Diversity First Aid Training	Optional Optional	14.92 0.22
9.	Research and Evaluation	Includes materials and scoring for norm-based testing performed by the School District and District wide surveys and reporting, as well as CSAP administration and reporting to fulfill school accountability reporting requirements.	Purchased	38.80
10.	Learning Services	Induction	Optional	3.80
11.	Transportation	Provided at the external mileage and hourly rate	Optional	External Rate
12.	Insurance Package	Includes employee insurance, unemployment insurance, workers compensation, and all other insurance coverage's funded through the Risk Management Fund.	Optional	205.93
13.	Talented and Gifted	TAG Academic Fairs and Contests Administration of TAG Programs	Purchased Purchased	0.00 8.75
14.	Communication Services	Communication (includes cable TV) (To be provided to Peak to Peak as part of Item No. 1) Translation services	Optional	19.76
15.	Human Resources	Recruitment Sub Office	Optional Optional	21.24 26.90 5.01
16.	Site Related Costs	District wide Maintenance and Operations Utilities School Safety Advocates Security Custodial Support Planning Services Telecommunications Capital Reserve Fund	Optional Optional Optional Purchased Optional Optional Optional Optional	391.52 329.93 69.30 71.39 481.38 8.01 9.08 104.41
17.	Student Enrollment	Open Enrollment and Student Data Compliance	Purchased	42.88

\*\*To be adjusted to exclude: General Admin - Support: Staff Negotiation Services; General Admin - Central: Planning, Engineering, and Construction Administration and 85% of Human Resources Administration

Attachment D  
 CHARTER SCHOOL CONTRACT  
 Peak to Peak School  
 Funding Package

District Provided Revenues:

		<u>2025-26 Budgeted Per Pupil Amount</u>
Per Pupil Revenue (PPR) - School Finance Act Funding Formula (P2P's PPR)	\$	11,564.00
Budget Override 1991 - 95% allocation		249.92
Budget Override 1998 - 95% allocation		372.28
Budget Override 2002 - 95% allocation		530.82
Budget Override 2005 - 95% allocation based on actual Transportation expenditures*		257.04
Budget Override 2010 - 95% allocation		1,745.61
Operation and Technology Mill - 95% allocation		1,347.97

\*Peak to Peak must complete the CDE-40 Transportation CDE process

Categorical Sources:

Special Education (State Reimbursement) - A per pupil allocation on total enrollment		529.37
English Language Proficiency Act ("ELPA") - Eligible P2P ELPA Students		483.00

Other Revenue:

Talented and Gifted Reimbursement		10.90
State READ Act Funding - per pupil of READ students (or services could be provided by BVSD in lieu of per pupil)		560.72

Purchased Service Categories and Allocated Costs:

<u>Item No.</u>	<u>Title</u>	<u>General Description</u>	<u>Applicability</u>		<u>Per Pupil Operating Cost Based Upon 2025-26 Budget</u>
1.	Central Administrative Overhead Costs**	Includes statutory General Admin - Support (2300's); General Admin - Business admin only jobs (2500's); and General Admin - Central admin only jobs (2800's)	Purchased	\$	333.12
2.	Special Education	Includes but not limited to central functions for Special Education -Central including Administration including Directors Moderate Need Program (Pilot 2025-2026) Cost will be applied beginning FY27	Purchased		1018.22
		Special Education -Resource School Programs	Purchased		-39.34
		Special Education -Intensive School Programs	Optional		832.28
		Social Worker	Purchased		203.52
		Nursing Services - 30%	Purchased		58.15
			Purchased		18.27
3.	English as Second Language	Includes ELL - Central ELL - Schools	Purchased		55.96
			Optional		278.82
4.	Inherent Overhead	Educational Center costs (Ed Center building)	Optional		17.02
5.	Miscellaneous Legal Obligations	ADA/504 Services	Purchased		6.70
		Nursing Services - 70%	Purchased		42.64
		Greeley Detention Center	Optional		4.44
		Homebound/Hospital	Optional		2.47
6.	Business Services	Includes applicable Budget Services, Finance and Accounting Services, Benefits Administration, Warehouse Operations (PER SCHOOL BASIS)	Purchased		34.47
		Accounts Payable	Optional		7.33
		Purchasing	Optional		23.27
		Payroll Services	Optional		30.74
		Human Resources - Automated Data Exchange compliance - 15% of expense	Purchased		9.79

EXHIBIT D  
 CHARTER SCHOOL CONTRACT  
 Peak to Peak School  
Funding Package

<u>Item No.</u>	<u>Title</u>	<u>General Description</u>	<u>Applicability</u>	<u>Per Pupil Operating Cost Based Upon 2025-26 Budget</u>
7.	Information Technology	Includes all IT services other than those supporting Business Services		
		Information Systems Services	Purchased	414.32
		Computer Replacement	Purchased	55.00
		Tier I Tech Support	Purchased	31.84
8.	Miscellaneous Learning Services Programs	Cultural Diversity	Optional	14.92
		First Aid Training	Optional	0.22
9.	Research and Evaluation	Includes materials and scoring for norm-based testing performed by the School District and District wide surveys and reporting, as well as CSAP administration and reporting to fulfill school accountability reporting requirements.	Purchased	38.80
10.	Learning Services	Induction	Optional	3.80
11.	Transportation	Provided at the external mileage and hourly rate	Optional	External Rate
12.	Insurance Package	Includes employee insurance, unemployment insurance, workers compensation, and all other insurance coverage's funded through the Risk Management Fund.	Optional	205.93
13.	Talented and Gifted	TAG Academic Fairs and Contests	Purchased	0.00
		Administration of TAG Programs	Purchased	8.75
14.	Communication Services	Communication (includes cable TV) (To be provided to Peak to Peak as part of Item No. 1)	Optional	19.76
		Translation services	Optional	21.24
15.	Human Resources	Recruitment	Optional	26.90
		Sub Office	Optional	5.01
16.	Site Related Costs	District wide Maintenance and Operations	Optional	391.52
		Utilities	Optional	329.93
		School Safety Advocates	Optional	69.30
		Security	Purchased	71.39
		Custodial Support	Optional	481.38
		Planning Services	Optional	8.01
		Telecommunications	Optional	9.08
		Capital Reserve Fund	Optional	104.41
17.	Student Enrollment	Open Enrollment and Student Data Compliance	Purchased	42.88

\*\*To be adjusted to exclude: General Admin - Support: Staff Negotiation Services; General Admin - Central: Planning, Engineering, and Construction Administration and 85% of Human Resources Administration



**Colorado School Districts  
Self Insurance Pool**

**2025 - 2026 Renewal Proposal  
Prepared for:**

**BOULDER VALLEY SCHOOL  
DISTRICT RE-2**

**April 25, 2025**

**Presented by:**

**Colorado School Districts Self Insurance Pool's  
Underwriting Team**

Call us at 1-800-332-3556  
Email us at [Underwriting@cadsip.net](mailto:Underwriting@cadsip.net)

6857 South Spruce Street  
Centennial, CO 80112  
303.722.7888 (fax)  
[www.cadsip.org](http://www.cadsip.org)

## **I. INTRODUCTION**

Colorado School Districts Self Insurance Pool (CSDSIP) is pleased to present your insurance renewal for the July 1, 2025 - July 1, 2026 policy period.

BOULDER VALLEY SCHOOL DISTRICT RE-2 has been a valued Member of ours since January 1, 1985. Our longstanding success is a direct result of your commitment to us, your application of sound risk management programs, and your dedication to provide a safe place to work and learn.

We endeavor to provide the highest quality coverage and service to our Membership. It is our honor to be your chosen risk management partner.

Our Renewal Proposal is a high-level overview of our coverages and your proposed limits, deductibles, and contributions. Please see our Renewal Considerations document to learn more about the current insurance market, our rating structure, how this proposal works, and items to consider when you select the coverage, limits, and deductibles that are right for you.

## II. PROPERTY COVERAGE

### 2025-2026 Total Property Contribution \$3,202,096

Property Coverage is a core CSDSIP coverage. This is a first-party coverage that applies to your real and business personal property that was damaged by a covered cause of loss, subject to the terms and provisions of the policy.

Coverage is written on a special cause of loss form. Coverage is written on a per occurrence basis and there is no coinsurance factor.

### PROPERTY

<b>PER OCCURRENCE PROPERTY LIMIT:</b>	\$1,000,000,000
<b>CSDSIP LIMITS:</b> CSDSIP Limits are the maximum limits we will pay for loss, regardless of the number of Members involved in an occurrence or the below specified peril occurrence	
Per Occurrence	\$1,000,000,000
Flood – Per Occurrence and Annual Aggregate Limit *Except Flood Zone A	\$100,000,000
Earth Movement – Per Occurrence and Annual Aggregate Limit	\$100,000,000
<b>PROPERTY LIMITS AND SUBLIMITS:</b>	
Newly Constructed or Acquired Buildings & Structures – First 60 Days	\$25,000,000
Newly Constructed or Acquired Buildings & Structures – After 60 Days	\$1,000,000
Builder's Risk or Property in the Course of Construction – Automatic Limit	\$1,000,000
Extra Expense Including Business Income	\$25,000,000
Ordinance or Law	\$25,000,000
Increased Cost of Construction, Demolition and Debris Removal	\$15,000,000
Damage to Premises Rented to You	\$500,000
Garage Operations Coverage – Per Occurrence Limit	\$150,000
<b>DEDUCTIBLES:</b>	
Real and Business Personal Property & Premises Rented to You – Per Occurrence	\$100,000
Windstorm or Hail Deductible – Per Occurrence	No Separate Deductible Applies
Garage Operations – Per Vehicle/Per Occurrence	\$500/\$1K
<b>DESCRIPTION OF PROPERTY COVERED:</b>	
<ul style="list-style-type: none"> <li>Real and Business Personal Property</li> <li>Property You Have an Insurable Interest or Obligation to Insure</li> </ul>	
<b>VALUATION METHOD:</b>	
<ul style="list-style-type: none"> <li>Replacement Cost for Building and Contents (except as noted below)</li> <li>Actual Cash Value for Mobile Equipment</li> <li>Scheduled Value, Agreed Value, or Fair Market Value for Fine Arts</li> </ul>	
<b>HIGHLIGHTS:</b>	
<ul style="list-style-type: none"> <li>Increased Limits for Builder's Risk Available Upon Request</li> </ul>	

### **III. SCHOOL ENTITY LIABILITY (SEL) COVERAGE**

**2025-2026 Total SEL Contribution    \$591,870**

SEL Coverage is a core CSDSIP coverage. This is a third-party coverage that provides you with defense and indemnification on your behalf for claims asserted against you and other insureds (as defined by the coverage), subject to the terms and provisions of the policy.

Coverage is written on an occurrence coverage form.

***Please note: Due to the changing nature of the liability reinsurance market, the current \$15M per Member Annual Aggregate may not be available for the 2025-2026 coverage term. We are working hard to secure a replacement aggregate limits structure, one option of which may be an All Members' Combined Annual Aggregate. We will notify you on or before June 30, 2025, with what our Annual Aggregate Limit structure will be for the upcoming policy period. We've provided two examples for you below to show you what this may look like.***

## SCHOOL ENTITY LIABILITY

<b>COVERAGE LIMITS:</b>	
<b>Coverage A – General Liability</b>	
Each Occurrence Limit	\$10,000,000
Medical Payments Limit	
• Any One Person	\$1,000
• Any One Accident	\$10,000
AHERA – Each Occurrence and Annual Aggregate Limit (Defense Coverage Only)	\$25,000
<b>Coverage B – School Leaders Wrongful Act</b>	
Per School Leaders Wrongful Act Limit	\$10,000,000
<b>Coverage C – Employment Wrongful Act</b>	
Per Employment Wrongful Act Limit	\$10,000,000
<b>ANNUAL AGGREGATE LIMIT</b>	
<i>Example #1 – Applies to the following liability coverages during the policy period regardless of the number of coverages or Coverage Parts involved. This includes School Entity Liability’s Coverage Form Parts A – General Liability, B – School Leaders Wrongful Act, C – Employment Wrongful Act; School Entity Sexual Abuse and Molestation Liability Coverage; and Employee Benefits Liability.</i>	TBD
<b>-OR-</b>	
<i>Example #2 – All Members’ Combined Annual Aggregate Limit which applies to the following liability coverages during the policy period regardless of the number of coverages or Coverage Parts involved. This includes School Entity Liability Coverage Form’s Coverage A – General Liability, Coverage B – School Leaders Wrongful Act, Coverage C – Employment Wrongful Act; School Entity Sexual Abuse and Molestation Liability; and Employee Benefits Liability.</i>	TBD
<b>DEDUCTIBLE:</b>	
Each Occurrence, School Leaders Wrongful Act, or Employment Wrongful Act Claim	\$10,000
<b>COVERAGE BASIS:</b>	
	Occurrence Form
<b>PROVIDES COVERAGE FOR:</b>	
<ul style="list-style-type: none"> <li>General Liability claims including Bodily Injury, Property Damage, Personal Injury and Advertising Injury Coverage; Errors &amp; Omissions claims; and Employment Wrongful Acts claims.</li> </ul>	
<b><i>Coverage can be endorsed to provide coverage for Armed School Employees if they meet our Armed School Employee Insurability Standards</i></b>	
<b>WHO IS AN INSURED:</b>	
<ul style="list-style-type: none"> <li>Member, Board of Education, Employees and Volunteers within the scope of their duties for the Member</li> </ul>	

#### **IV. SCHOOL ENTITY SEXUAL ABUSE AND MOLESTATION LIABILITY COVERAGE**

This year we are removing Sexual Abuse and Molestation Coverage from our School Entity Liability Coverage Form and setting it up as a free-standing coverage form called School Entity Sexual Abuse and Molestation Liability Coverage. This additional coverage is included in your CSDSIP annual contribution.

School Entity Sexual Abuse and Molestation Liability Coverage is a core CSDSIP coverage. This is a third-party coverage that provides you with defense and indemnification on your behalf for claims asserted against you and other insureds (as defined by the coverage) regarding alleging sexual abuse and molestation, subject to the terms and provisions of the policy.

Coverage is written on a claims-made coverage form.

***Please note: Due to the changing nature of the liability reinsurance market, the current \$15M per Member Annual Aggregate may not be available for the 2025-2026 coverage term. We are working hard to secure a replacement aggregate limits structure, one option of which may be an All Members' Combined Annual Aggregate. We will notify you on or before June 30, 2025, with what our Annual Aggregate Limit structure will be for the upcoming policy period. We've provided two examples for you below to show you what this may look like.***

## SCHOOL ENTITY SEXUAL ABUSE AND MOLESTATION LIABILITY

<b>COVERAGE LIMITS:</b>	
Each Sexual Abuse Event Limit	\$10,000,000
Annual Aggregate Limit	TBD
<p><b>Example #1 – Applies to the following liability coverages during the policy period regardless of the number of coverages or Coverage Parts involved. This includes School Entity Liability’s Coverage Form Parts A – General Liability, B – School Leaders Wrongful Act, C – Employment Wrongful Act; School Entity Sexual Abuse and Molestation Liability Coverage; and Employee Benefits Liability.</b></p> <p style="text-align: center;"><b>-OR-</b></p> <p><b>Example #2 – All Members’ Combined Annual Aggregate Limit which applies to the following liability coverages during the policy period regardless of the number of coverages or Coverage Parts involved. This includes School Entity Liability Coverage Form’s Coverage A – General Liability, Coverage B – School Leaders Wrongful Act, Coverage C – Employment Wrongful Act; School Entity Sexual Abuse and Molestation Liability; and Employee Benefits Liability.</b></p>	
	TBD
<b>DEDUCTIBLE:</b>	
Each Sexual Abuse Event	\$10,000
<b>COVERAGE BASIS:</b>	
	<b>Claims-Made Coverage</b>
<b>Retroactive Date</b>	<b>07/01/2025</b>
<b>WHO IS AN INSURED:</b>	
<ul style="list-style-type: none"> <li>• Member</li> <li>• Board of Education</li> <li>• Volunteers While Acting at Your Direction</li> <li>• Employees and Student Teachers for Acts Within the Scope of Employment</li> <li>• Students in a Supervised Internship as Part of Their Educational Curriculum</li> </ul>	

## V. EMPLOYEE BENEFITS LIABILITY COVERAGE

We are pleased to be able again to offer Employee Benefits Liability Coverage extension. This additional coverage is included in your CSDSIP annual contribution.

Employee Benefits Liability Coverage is a core CSDSIP coverage. This is a third-party coverage that provides you with defense and indemnification on your behalf for claims asserted against you alleging negligent acts, errors or administration of your employees while administering your employee benefits program, subject to the terms and provisions of the policy.

Coverage is written on a claims-made coverage form.

### EMPLOYEE BENEFITS LIABILITY

<b>COVERAGE LIMITS:</b>	
Per Claim Limit	\$250,000
Annual Aggregate Limit	\$500,000
<b>DEDUCTIBLE:</b>	
Each Occurrence Claim	\$10,000
<b>COVERAGE BASIS:</b>	
	<b><i>Claims-Made Coverage</i></b>
<b><i>Retroactive Date</i></b>	<b><i>07/01/2007</i></b>
<b>WHO IS AN INSURED:</b>	
<ul style="list-style-type: none"> <li>• Member</li> <li>• Board of Education</li> <li>• Volunteers While Acting at Your Direction</li> <li>• Employees and Student Teachers for Acts Within the Scope of Employment</li> <li>• Students in a Supervised Internship as Part of Their Educational Curriculum</li> </ul>	

## VI. SCHOOL AUTO COVERAGE

**2025-2026 Total School Auto Contribution \$232,581**

School Auto Coverage is a core CSDSIP coverage. Auto Liability Coverage is a third-party coverage that provides you with defense and indemnification on your behalf for bodily injury and property damage claims arising out of the use of covered autos, subject to the terms and provisions of the policy.

Coverage can also be added for additional contribution for Auto Physical Damage and Auto Terminal Coverage. Auto Physical Damage is a first-party coverage that provides coverage for damage to your autos for covered causes of loss, subject to the terms and provisions of the policy. Auto Terminal Coverage is a first-party coverage that provides coverage for damage to your autos when caused by specified perils subject to a per auto/ per occurrence deductible, subject to the terms and provisions of the policy.

Coverage is written on a per occurrence coverage form.

### SCHOOL AUTO

<b>COVERAGE LIMITS:</b>	
Auto Bodily Injury and Property Damage Liability – Per Accident	\$2,000,000
Medical Payments – Per Person	\$5,000
Auto Physical Damage – Per Vehicle Limit*	Per Schedule
Terminal Coverage – Per Occurrence Limit*	\$29,287,699
<b>DEDUCTIBLES:</b>	
Bodily Injury and Property Damage Liability – Per Accident	\$10,000
Auto Physical Damage – Per Vehicle	\$100,000
Terminal – Per Vehicle/Per Occurrence	\$1K/\$10K
<b>LOSS CONDITIONS FOR AUTO PHYSICAL DAMAGE &amp; AUTO TERMINAL COVERAGE:</b>	
Losses Adjusted on Actual Cash Value Basis	
*Losses subject to CSDSIP Per Occurrence Limit & CSDSIP Sublimits as Outlined on the Property Summary Page	
<b>HIGHLIGHTS:</b>	
<ul style="list-style-type: none"> <li>Coverage Included for Hired/Non-Owned, Borrowed and Leased Autos</li> <li>Non-Owned Auto Liability Extends to Autos Owned by Employees, Volunteers, and Student Interns</li> <li>Fleet Automatic Coverage – Contributions Will Not be Adjusted for Additions or Deletions of Autos Acquired or Sold During this Policy Period</li> </ul>	

## VII. EQUIPMENT BREAKDOWN COVERAGE

### 2025-2026 Total Equipment Breakdown Contribution \$109,315

Equipment Breakdown Coverage is an optional CSDSIP coverage. It is a first-party coverage that provides coverage for damage to your buildings and contents caused by sudden and accidental mechanical breakdown to equipment that uses power or vacuum, subject to the terms and provisions of the policy.

Coverage is written on a per breakdown coverage form.

### EQUIPMENT BREAKDOWN

Coverage, Inspections, and Claims Provided By XL Insurance America, Inc.  
**Insurance Company, Limits, Deductibles, & Coverages Subject to Change**

<b>TOTAL LIMIT PER BREAKDOWN:</b>	\$250,000,000
<b>SUBLIMITS:</b> Sublimits are the maximum amount payable for damage caused by a designated peril and do not increase the \$250,000,000 Total Limit Per Breakdown.	
Property Damage	INCLUDED in Total Limit Per Breakdown
Expediting	INCLUDED in Total Limit Per Breakdown
Off Premises Equipment Coverage	\$5,000,000
Spoilage Damage <ul style="list-style-type: none"> <li>Utility Interruption – Spoilage Coverage Applies Only if the Interruption Last at Least (Waiting Period)</li> </ul>	INCLUDED in Total Limit Per Breakdown
Ordinance or Law (Including Demolition and Increased Cost of Construction)	\$10,000,000
Hazardous Substances	\$10,000,000
Electronic Data or Media	\$5,000,000
Newly Acquired Locations <ul style="list-style-type: none"> <li>Number of Days of Coverage</li> </ul>	INCLUDED in Total Limit Per Breakdown <ul style="list-style-type: none"> <li>365 Days</li> </ul>
Business Income <ul style="list-style-type: none"> <li>Business Interruption "Period of Restoration" Extension</li> </ul>	INCLUDED in Total Limit Per Breakdown <ul style="list-style-type: none"> <li>365 Days</li> </ul>
Extra Expense <ul style="list-style-type: none"> <li>Extra Expense "Period of Restoration" Extension</li> </ul>	INCLUDED in Total Limit Per Breakdown <ul style="list-style-type: none"> <li>365 Days</li> </ul>
Utility Interruption – Time Element <ul style="list-style-type: none"> <li>Utility Interruption – Spoilage Coverage Applies Only if the Interruption Last at Least (Waiting Period)</li> </ul>	INCLUDED in Total Limit Per Breakdown
<b>DEDUCTIBLES:</b>	
All Coverage Under the Equipment Breakdown Protection Coverage Form <b>Except as Noted Below</b>	\$10,000 Combined Deductible
Solar Equipment	\$25,000 Per Breakdown
Geothermal Equipment	\$50,000 Per Breakdown

## **VIII. SCHOOL CRISIS ACT COVERAGE**

We are pleased to be able to again offer this coverage extension to our Membership as part of your CSDSIP annual contribution.

School Crisis Act Coverage is a core CSDSIP coverage. This is a unique first-party coverage that reimburses you for expenses resulting from a school crisis act that would not be covered under a traditional property or liability claim, subject to the terms and provisions of the policy. Such expenses may include media specialist, extra administrative labor costs, legal consultation fees, and extraordinary travel expenses.

Coverage is written on an occurrence coverage form.

### **SCHOOL CRISIS ACT**

<b>COVERAGE LIMITS:</b>	
Each School Crisis Act Limit	\$250,000
Pool Annual Aggregate Limit	\$250,000

## **IX. SUPPLEMENTARY COVERAGE SECTION**

We are able to offer a broad spectrum of insurance by partnering with other insurance companies to provide our Members with coverage for Primary & Excess Crime, Nuclear, Chemical, Biological, Biochemical Acts of Terrorism (NCBR), Pollution, and Cyber. This complements our core coverage offerings.

Our supplementary coverages (with the exception of Primary Crime & NCBR) are issued by and insured under insurance policies provided by third-party insurance companies. They are stand-alone insurance policies with their own Declarations Page, Conditions, Insuring Agreements, and Endorsements.

We are able to provide you with information regarding your quote, but we do not have binding authority or coverage decisions. Participating insurance companies, limits, deductibles, coverage grants, and coverages offered listed in this proposal are subject to change. We will endeavor to notify you of the changes as they occur.

Participating insurance companies underwrite each supplemental coverage based upon the information you provided during the Renewal process. Members who successfully submitted the application and have been approved by the participating insurance company receive supplementary coverages as part of your CSDSIP annual contribution.

Coverage is provided only if an amount is shown in the Limits section of the supplementary coverage. If the section is left blank or reads "No Coverage", the coverage does not apply to you.

Claim adjustment for the supplementary coverages is provided by each insurance company. Our CSDSIP Claims Team will assist you in the reporting of your claim to the appropriate company.

**a. PRIMARY CRIME**

**2025-2026 Primary Crime Contribution \$3,236**

Primary Crime Coverage is an optional CSDSIP coverage. This is a first-party coverage for claims of theft of money and securities, subject to the terms and provisions of the policy.

Coverage is written on a discovery form.

**PRIMARY CRIME**

<b>COVERAGES</b>	<b>LIMITS PER LOSS</b>	<b>DEDUCTIBLE PER LOSS</b>
A. Employee Theft – Per Loss Coverage	\$100,000	\$500
B. Forgery or Alteration	\$100,000	\$500
C. Inside the Premises – Theft of Money & Securities	\$100,000	\$500
D. Inside the Premises – Robbery or Safe Burglary of Other Property	\$100,000	\$500
E. Outside the Premises	\$100,000	\$500
F. Computer Fraud	\$100,000	\$500
G. Funds Transfer Fraud	\$100,000	\$500
H. Money Orders & Counterfeit Money	\$100,000	\$500
I. Telephone Toll Fraud	\$100,000	\$500
J. Claims Expense	\$100,000	\$500
K. Destruction of Electronic Data or Computer Programs	\$100,000	\$500
<b>ADDITIONAL COVERAGES:</b>		
These additional coverages are included in the limits stated above:		
• Credit, Debit or Charge Card Forgery		
• Faithful Performance of Duty Coverage for Governmental Employees		
• Funds Transfer Fraud – False Pretenses	\$100,000	\$500

**b. EXCESS CRIME**

**2025-2026 Excess Crime Contribution \$1,223**

Excess Crime Coverage is an optional CSDSIP coverage. The \$1,000,000 Limit Per Loss Crime Coverage is a supplementary coverage provided in alliance with The Hanover Insurance Company. These limits exceed the \$100,000 Limit provided in our CSDSIP Crime Coverage.

This is a first-party coverage for claims of theft of money and securities, subject to the terms and provisions of the policy.

Coverage is written on a discovery form.

**EXCESS CRIME**

<b>COVERAGES</b>	<b>LIMITS PER LOSS</b>	<b>DEDUCTIBLE PER LOSS</b>
Employee Theft – Per Loss Coverage	\$1,000,000	\$100,000
Forgery or Alteration	\$1,000,000	\$100,000
Inside the Premises – Theft of Money & Securities	\$1,000,000	\$100,000
Inside the Premises – Robbery or Safe Burglary of Other Property	\$1,000,000	\$100,000
Outside the Premises	\$1,000,000	\$100,000
Computer Fraud	\$1,000,000	\$100,000
Funds Transfer Fraud	\$1,000,000	\$100,000
Money Orders & Counterfeit Money	\$1,000,000	\$100,000
<b>ADDITIONAL COVERAGES:</b>		
These additional coverages are included in the limits stated above:		
• Credit, Debit or Charge Card Forgery		
• Faithful Performance of Duty Coverage for Governmental Employees		
• Funds Transfer Fraud – False Pretenses	\$250,000	\$100,000
These additional coverages are added by endorsement:		
• Telephone Toll Fraud	\$1,000,000	\$100,000
• Claims Expense	\$25,000	\$100,000
• Destruction of Electronic Data or Computer Programs	\$1,000,000	\$100,000

**c. NUCLEAR, CHEMICAL, BIOLOGICAL, BIOCHEMICAL ACTS OF TERRORISM**

Nuclear, Chemical, Biological, Biochemical Acts of Terrorism (NCBR) Coverage is a supplementary coverage provided in alliance with HISCOX Insurance Company, Inc.

This coverage is primary for terrorist events and includes the perils of nuclear, chemical, biological and biochemical acts related to terrorist acts, subject to the terms and provisions of the policy. The coverage provides for costs to decontaminate, demolish, debris removal and repair your scheduled locations that are damaged by a covered act of terrorism. It also provides defense and indemnity for liability claims for bodily injury and/or property damage arising out of a covered act of terrorism.

Coverage is written on a claims-made coverage form and applies to new terrorist events only.

**NUCLEAR, CHEMICAL, BIOLOGICAL, BIOCHEMICAL ACTS OF TERRORISM**

<b>COVERAGE LIMITS:</b>	
Section 1 – Property Coverage	TIV up to \$10,000,000
Section 2 – Business Income and Extra Expense	TIV up to \$10,000,000
Section One – Terrorism Liability – <i>Claims Made Coverage</i> (Defense is included within the limit)	\$10,000,000
<b>CSDSIP’s Pool Limits</b>	
The maximum limit that we will pay regardless of the number of Members involved in any one or multiple occurrences	
Per Occurrence & Annual Aggregate	\$10,000,000
<b>DEDUCTIBLES:</b>	
Section 1 – Property Coverage	\$100,000
Section 2 – Business Income and Extra Expense	\$100,000
Section One – Terrorism Liability	\$10,000
	48 Hour Waiting Period
<b>COVERAGE BASIS:</b>	
	<i>Claims-Made Coverage</i>
<b>Retroactive Date</b>	<b>07/01/2013</b>

**d. POLLUTION**

Pollution Coverage is a supplementary coverage offered in alliance with Beazley ECLIPSE Insurance Company.

The coverage includes claims, remediation costs, and associated legal defense expense arising out of a covered pollution condition on, at or under or migrating from your covered location, subject to the terms and provisions of the policy.

Coverage is written on a claims-made coverage form and applies to new pollution conditions only.

**POLLUTION**

<b>COVERAGE:</b>	
I.A.1. New Pollution Conditions – Bodily Injury/Property Damage & Cleanup	
I.A.2. New Pollution Conditions – 1 <sup>st</sup> Party Discovery	
I.B.1. Existing Pollution Conditions – Bodily Injury/Property Damage & Cleanup	
I.B.2. Existing Pollution Conditions – 1 <sup>st</sup> Party Discovery	
I.C. Transportation	
I.D. Non-Owned Location	
I.E. Crisis & Reputation Management Expense	
I.F. Business Interruption Costs	
<b>COVERAGE LIMITS:</b>	
Each Pollution Condition – Includes Claims Expenses	\$1,000,000
Aggregate Sublimit of Liability for Each Named Insured	\$1,000,000
<b>CSDSIP's Pool Limits</b>	
Aggregate for the Policy Period – Includes Claims Expenses	\$10,000,000
Crisis & Reputation Management Expenses Coverage – Each Pollution Condition Sublimit	\$500,000
Period of Restoration	365 Days
<b>SELF-INSURED RETENTION:</b>	
I.A. through I.E. Each Pollution Condition – Includes Claims Expense	\$50,000
I.F. Deductible Period	3 Days
<b>COVERAGE BASIS:</b>	
<i>Claims-Made Coverage</i>	
<b><i>Retroactive Date – Applies Per Location Coverage applied with retroactive date stated here or the date the location was added to Pollution Policy, whichever is later.</i></b>	<b>07/01/2013</b>
<b>HIGHLIGHTS:</b>	
<ul style="list-style-type: none"> <li>• Underground Storage Tanks Can Be Purchased Separately With Additional Application and Approval</li> <li>• Landfills Can Be Added to the Policy With Additional Application and Approval</li> </ul>	
<b><i>Coverage can extend to mold claims if Member follows our Water Intrusion &amp; Mold Plan</i></b>	
<b><i>Coverage is excluded for perfluoroalkyl and polyfluoroalkyl substances (PFAS).</i></b>	

**e. CYBER**

Cyber Coverage is a supplementary coverage offered in alliance with Hamilton/ Lloyd's Underwriter Syndicate No. 4000 HAM (Hamilton).

Coverage applies to both first and third-party claims, is written on a claims-made basis and applies to new cyber events only, subject to the terms and provisions of the policy.

Coverage limits and deductibles are determined by compliance is based upon your answers to their Minimum Controls Requirements section. Compliant Members receive higher limits and lower deductibles, while Non-Compliant Members receive lower limits and higher deductibles.

**CYBER**

<b>COVERAGE LIMITS:</b>	
Security & Privacy Liability Coverage	\$1,000,000
Privacy Regulatory Claims Coverage	\$1,000,000
Security Breach Response Coverage	\$1,000,000
Multimedia Liability Coverage	\$1,000,000
Cyber Extortion Coverage	\$1,000,000
Business Income and Digital Asset Restoration Coverage	\$1,000,000
PCI DSS Assessment Coverage	\$1,000,000
<b>Annual Aggregate</b>	
<i>Includes Claims Expenses</i>	\$1,000,000
<b>CSDSIP's Pool Limits</b>	
The maximum limit that we will pay regardless of the number of Members involved in any one or multiple occurrences	\$10,000,000
<b>RETENTION:</b>	
<i>Each &amp; Every Claim (including Claims Expenses)</i>	\$50,000
Waiting Period for Business Income & Digital Asset Restoration	10 Days
<b>COVERAGE BASIS:</b>	
<i>Retroactive Date</i>	<b>Claims-Made Coverage</b> <b>07/01/2014</b>

## **X. CONTRIBUTION SUMMARY**

This Contribution Summary compares your total annual contribution for coverage as bound July 1, 2024 (it does not reflect any mid-term changes that you may have made) against your proposed July 1, 2025 total annual contribution. The proposed contribution does not reflect any optional quotes that coverage may be bound with.

<b>BOULDER VALLEY SCHOOL DISTRICT RE-2</b>	<b>7/1/24 - 7/1/25</b>	<b>7/1/25 - 7/1/26</b>
<b>PROPERTY:</b>	<b>\$2,704,183</b>	<b>\$3,202,096</b>
<b>EQUIPMENT BREAKDOWN:</b>	<b>\$102,565</b>	<b>\$109,315</b>
<b>SCHOOL ENTITY LIABILITY:</b>	<b>\$654,220</b>	<b>\$591,870</b>
<b>SCHOOL ENTITY SEXUAL ABUSE AND MOLESTATION LIABILITY:</b>	<b>INCLUDED IN SEL</b>	<b>INCLUDED</b>
<b>EMPLOYEE BENEFITS LIABILITY:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>SCHOOL AUTO:</b>	<b>\$233,852</b>	<b>\$232,581</b>
<b>SCHOOL CRISIS ACT:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>NUCLEAR, CHEMICAL, BIOLOGICAL, BIOCHEMICAL ACTS OF TERRORISM:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>PRIMARY &amp; EXCESS CRIME:</b>	<b>\$3,236</b>	<b>\$3,236</b>
<b>POLLUTION:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>CYBER:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>TOTAL ANNUAL CONTRIBUTION:</b>	<b>\$3,698,056</b>	<b>\$4,139,098</b>

## **XI. CHARTER SCHOOL COST ALLOCATION**

This Contribution Summary is a one-page contribution comparison. It compares your total annual contribution for coverage as bound July 1, 2024 (it does not reflect any mid-term changes that you may have made) against your proposed July 1, 2025 total annual contribution. The proposed contribution does not reflect any optional quotes that coverage may be bound with.

<b>Boulder Justice High School</b>	<b>7/1/24 - 7/1/25</b>	<b>7/1/25 - 7/1/26</b>
<b>PROPERTY:</b>	<b>\$9,333</b>	<b>\$12,232</b>
<b>EQUIPMENT BREAKDOWN:</b>	<b>\$600</b>	<b>\$600</b>
<b>SCHOOL ENTITY LIABILITY:</b>	<b>\$3,564</b>	<b>\$3,452</b>
<b>SCHOOL ENTITY SEXUAL ABUSE AND MOLESTATION LIABILITY:</b>	<b>INCLUDED IN SEL</b>	<b>INCLUDED</b>
<b>EMPLOYEE BENEFITS LIABILITY:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>SCHOOL AUTO:</b>	<b>\$2,455</b>	<b>\$2,393</b>
<b>SCHOOL CRISIS ACT:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>NUCLEAR, CHEMICAL, BIOLOGICAL, BIOCHEMICAL ACTS OF TERRORISM:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>PRIMARY &amp; EXCESS CRIME:</b>	<b>\$3,236</b>	<b>\$3,236</b>
<b>POLLUTION:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>CYBER:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>TOTAL ANNUAL CONTRIBUTION:</b>	<b>\$19,188</b>	<b>\$21,913</b>

### **Notes:**

Please be advised this charter school breakout:

- Is provided to you as a cost allocation only. This document is provided for reference purposes only.
- Reflects the District's shared limits, deductibles and loss experience modifiers.
- Any allocations for Equipment Breakdown, Crime, Auto Liability (Hired & Non-Owned) Coverages might be minimum contributions and could be the same as the District was charged.

**Should Boulder Justice High School choose to insure separate from the District and directly through CSDSIP, your contributions will be higher than those reflected in the cost allocation above.**

**Boulder Preparatory High School  
Charter School**

	<b>7/1/24 - 7/1/25</b>	<b>7/1/25 - 7/1/26</b>
<b>PROPERTY:</b>	<b>\$9,000</b>	<b>\$10,183</b>
<b>EQUIPMENT BREAKDOWN:</b>	<b>\$600</b>	<b>\$600</b>
<b>SCHOOL ENTITY LIABILITY:</b>	<b>\$3,846</b>	<b>\$3,580</b>
<b>SCHOOL ENTITY SEXUAL ABUSE AND MOLESTATION LIABILITY:</b>	<b>INCLUDED IN SEL</b>	<b>INCLUDED</b>
<b>EMPLOYEE BENEFITS LIABILITY:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>SCHOOL AUTO:</b>	<b>\$1,196</b>	<b>\$3,436</b>
<b>SCHOOL CRISIS ACT:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>NUCLEAR, CHEMICAL, BIOLOGICAL, BIOCHEMICAL ACTS OF TERRORISM:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>PRIMARY &amp; EXCESS CRIME:</b>	<b>\$3,236</b>	<b>\$3,236</b>
<b>POLLUTION:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>CYBER:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>TOTAL ANNUAL CONTRIBUTION:</b>	<b>\$17,878</b>	<b>\$21,035</b>

**Notes:**

Please be advised this charter school breakout:

- Is provided to you as a cost allocation only. This document is provided for reference purposes only.
- Reflects the District's shared limits, deductibles and loss experience modifiers.
- Any allocations for Equipment Breakdown, Crime, Auto Liability (Hired & Non-Owned) Coverages might be minimum contributions and could be the same as the District was charged.

**Should Boulder Preparatory High School Charter School choose to insure separate from the District and directly through CSDSIP, your contributions will be higher than those reflected in the cost allocation above.**

**Horizons K-8 School**

	<b>7/1/24 - 7/1/25</b>	<b>7/1/25 - 7/1/26</b>
<b>PROPERTY:</b>	<b>\$33,818</b>	<b>\$39,790</b>
<b>EQUIPMENT BREAKDOWN:</b>	<b>\$1,257</b>	<b>\$1,336</b>
<b>SCHOOL ENTITY LIABILITY:</b>	<b>\$10,506</b>	<b>\$9,592</b>
<b>SCHOOL ENTITY SEXUAL ABUSE AND MOLESTATION LIABILITY:</b>	<b>INCLUDED IN SEL</b>	<b>INCLUDED</b>
<b>EMPLOYEE BENEFITS LIABILITY:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>SCHOOL AUTO:</b>	<b>\$1,196</b>	<b>\$1,196</b>
<b>SCHOOL CRISIS ACT:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>NUCLEAR, CHEMICAL, BIOLOGICAL, BIOCHEMICAL ACTS OF TERRORISM:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>PRIMARY &amp; EXCESS CRIME:</b>	<b>\$3,236</b>	<b>\$3,236</b>
<b>POLLUTION:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>CYBER:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>TOTAL ANNUAL CONTRIBUTION:</b>	<b>\$50,013</b>	<b>\$55,150</b>

**Notes:**

Please be advised this charter school breakout:

- Is provided to you as a cost allocation only. This document is provided for reference purposes only.
- Reflects the District's shared limits, deductibles and loss experience modifiers.
- Any allocations for Equipment Breakdown, Crime, Auto Liability (Hired & Non-Owned) Coverages might be minimum contributions and could be the same as the District was charged.

**Should Horizons K-8 School choose to insure separate from the District and directly through CSDSIP, your contributions will be higher than those reflected in the cost allocation above.**

**Summit Middle School Program  
Charter School**

	<b>7/1/24 - 7/1/25</b>	<b>7/1/25 - 7/1/26</b>
<b>PROPERTY:</b>	<b>\$35,608</b>	<b>\$42,082</b>
<b>EQUIPMENT BREAKDOWN:</b>	<b>\$1,325</b>	<b>\$1,414</b>
<b>SCHOOL ENTITY LIABILITY:</b>	<b>\$9,617</b>	<b>\$8,955</b>
<b>SCHOOL ENTITY SEXUAL ABUSE AND MOLESTATION LIABILITY:</b>	<b>INCLUDED IN SEL</b>	<b>INCLUDED</b>
<b>EMPLOYEE BENEFITS LIABILITY:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>SCHOOL AUTO:</b>	<b>\$1,196</b>	<b>\$1,196</b>
<b>SCHOOL CRISIS ACT:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>NUCLEAR, CHEMICAL, BIOLOGICAL, BIOCHEMICAL ACTS OF TERRORISM:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>PRIMARY &amp; EXCESS CRIME:</b>	<b>\$3,236</b>	<b>\$3,236</b>
<b>POLLUTION:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>CYBER:</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>TOTAL ANNUAL CONTRIBUTION:</b>	<b>\$50,982</b>	<b>\$56,883</b>

**Notes:**

Please be advised this charter school breakout:

- Is provided to you as a cost allocation only. This document is provided for reference purposes only.
- Reflects the District's shared limits, deductibles and loss experience modifiers.
- Any allocations for Equipment Breakdown, Crime, Auto Liability (Hired & Non-Owned) Coverages might be minimum contributions and could be the same as the District was charged.

**Should Summit Middle School Program Charter School choose to insure separate from the District and directly through CSDSIP, your contributions will be higher than those reflected in the cost allocation above.**

## **XI. OPTIONAL QUOTES**

### **\*\* FOR BUDGETARY PURPOSES - Quote to Add New Buildings & Completed Construction \*\***

You reported that you are or will be doing new construction, remodel, or renovation in your Renewal Application. We have prepared the following **quote for you for budgetary purposes only** so that you can start to plan the cost to insure (add construction project info here) when construction is complete.

Based on your current rates and loss experience, if we were to add the following buildings to the District's policy today, this year's annual contribution would increase by:

- \$7,204 to add the building addition and replacement of the Press Box at Centaurus High School. This brings the building's total square footage to 207,462, increases its building value to \$65,027,893, and has no change in content value. ***ETA August 2025.***
- \$28,658 to add the new Stadium Restrooms and replacement of the Press Box at Broomfield High School with an estimated increase in building value of \$13,100,000 and 15% of its building value as contents. ***ETA Summer 2025.***
- \$101,789 to add the replacement New Vista High School with a building value of \$46,528,790 and 15% of its building value as contents. ***ETA September or October 2025.***

***Please contact us when you are nearing the end of completion so that we may work with you to get the building added. Failure to timely report your location may result in a gap of coverage.***

## **XII. BINDING COVERAGE**

### **Important Flood Disclosure:**

**Any of your properties that have a Flood Zone A designation assigned must also be insured by the National Flood Insurance Program (NFIP) to receive the flood coverage afforded by CSDSIP. NFIP coverage must be purchased for each of the NFIP eligible properties designated with a Flood Zone A. If you have any questions regarding flood coverage, please contact our Underwriting Team.**

It is understood and acknowledged that this proposal provides only a summary of coverage and is not an insurance policy. The actual coverage forms will contain the specified coverages, deductibles, limits, terms, conditions, and exclusions.

By returning a signed copy of this page, you:

- Affirm that the values, schedules, and other data contained in and attached to this proposal are an accurate representation of your exposures.
- Affirm that you have reviewed the coverages, limits (including building and contents values), and deductibles that you are selecting as this is solely your decision.
- Affirm that you understand and acknowledge the potential increased cost that you are assuming by taking any optional quotes you have selected.
- Affirm that any material changes since you submitted your Renewal Packet have been submitted immediately to us in writing.
- Authorize CSDSIP to bind the proposed coverage for the 7/1/25 – 7/1/26 policy period as outlined in this Renewal Proposal along with any changes you have initialed on the Optional Quote pages that you return with this page.

To bind coverage, please submit the following pages of your Renewal Proposal to our Underwriting Team no later than June 30, 2025:

- Your Contribution Summary page.
- Your Optional Quotes page *if you want to bind with any Optional Quotes*. We ask that you please initial each optional quote that you would like us to bind coverage with.
- Your signed Binding Coverage page.

**My signature below acknowledges that I understand and agree to this Renewal Proposal and that I am authorized to sign this application on behalf of the Member.**

---

Signature

---

Date

### **XIII. DISCLOSURES**

- This proposal sets forth a general outline of the insurance coverage you have requested based on the information you provided us.
- The Renewal Application and its attachments as well as all other documents created and received in the renewal process shall be the basis of a contract should a policy providing the requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. We have relied upon this application, its attachments, and such other information submitted therewithin issuing any policy.
- The information requested in our Renewal Packet is for underwriting purposes only and does not constitute notice of a claim or potential claim to us.
- The description of coverage enclosed is a summary only and is not an insurance policy. Although this proposal generally describes the insurance coverage provided under the coverage forms, this proposal does not contain a complete, detailed statement or description of all the terms, coverages, exclusions, limitations, or conditions of the coverage forms. The current coverage forms are available for your review, and we encourage you to review them.
- You will be informed of any coverage or limit decrease in a timely fashion. Sudden and/or unexpected changes in the reinsurance or excess insurance market may prevent us from doing so. The coverage, terms, conditions, and limits may change as a result prior to the renewal date.
- Membership requires the purchase of all coverages in this proposal except Equipment Breakdown, Primary Crime, Excess Crime, Pollution, and Cyber Coverages.
- CSDSIP recommends that Members analyze their current exposures in relation to the coverages, limits, and deductibles carried. The coverages, limits, and deductibles that will be implemented in your policy will be those that you select.
- In the event of any conflict between the enclosed description of coverage and the policy, the provisions contained in the policy will govern.

#### **XIV. DEVELOPMENTS AND CHANGES**

It is important that you contact our Underwriting Team with any substantial change in your operations, which may have a bearing on the adequacy or validity of your insurance. Examples of changes that should be communicated to us include the following:

- Circumstances that may require increased liability insurance limits, such as extensive travel outside of the state, charter schools or new products such as items built by students in industrial arts classes.
- Any new premises whether purchased, occupied, leased, or anticipated new construction.
- Any changes to existing premises including vacancy (temporary or permanent), alterations, additions, or remodels.
- Any newly assumed contractual liability or proposed granting of indemnities or hold harmless agreements. Examples include intergovernmental agreements, leases, or lease purchase contracts.
- Any property value increase exceeding \$1,000,000 during the policy period must be reported within 30 days for coverage to be provided. This applies to newly acquired buildings, newly constructed buildings, upon receipt of certificate of occupancy, building remodel or addition, or acquisition of equipment or business personal property, such as contents.
- Any acquisition of vacant land during the policy period must be reported within 30 days for coverage to be provided.
- Any changes in fire or theft systems or alarms, such as installation, disconnection, or alterations.
- Any installation of alternative energy systems such as geothermal, wind turbines, and solar panels and arrays.
- Addition of any medical clinics operated by you or the addition of staff of any medical doctors.
- Addition of any Armed School Personnel or Armed Security Guards employed by the Member.

Attachment F

**BVSD and P2P Policies, Regulations & Exhibits**

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<b>Group A: Foundations and Basic Commitments</b>						
<u>AA</u>	N/A - retained	School District Legal Status	Policy	Retained		
<u>AC</u>	N/A - retained	Nondiscriminatory/Equal Opportunity	Policy	Retained		
<u>AC-E1</u>	N/A - retained	Nondiscriminatory/Equal Opportunity	Exhibit	Retained		
<u>AC-E2</u>	N/A - retained	Nondiscriminatory/Equal Opportunity	Exhibit	Retained		
<u>AC-E3</u>	N/A - retained	Guidelines Regarding the Support of Transgender and Gender Nonconforming Students and Staff	Exhibit	Retained		
<u>AC-E4</u>	N/A - retained	Gender Transition Plan	Exhibit	Retained		
<u>AC-E5</u>	N/A - retained	Gender Support Plan	Exhibit	Retained		
<u>AC-E6</u>	N/A - retained	Student Gender, First Name and/or Middle Name Change Request	Exhibit	Retained		
<u>AC-R</u>	N/A - retained	Nondiscriminatory/Equal Opportunity	Regulation	Retained		
<u>AC-R2</u>	N/A - retained	Sexual Harassment Investigation Procedures and Grievance Process (Title IX)	Exhibit	Retained		
<u>AD</u>	N/A - retained	School District Mission	Policy	Retained		
<u>ADA</u>	<u>P2P Policy ADA</u>	Educational Philosophy	Policy	Waived	Waive	
<u>ADC</u>	N/A - retained	Tobacco-Free School	Policy	Retained		
<u>ADD</u>	N/A - retained	Safe Schools	Policy	Retained		
<u>ADE</u>	N/A - retained	Schools of Choice	Policy	Retained		
<u>ADE</u>	<u>P2P Policy ADE</u>	Wellness Policy: Nutritional and Physical Activity	Policy	Waived	Waive	
<u>ADE-R</u>	<u>P2P Policy ADE-R</u>	Wellness Policy: Nutritional and Physical Activity	Regulation	Waived	Waive	
<u>AE</u>	N/A - retained	Accountability/Commitment to Accomplishment	Policy	Retained		
<u>AED</u>	N/A - retained	Accreditation	Policy	Retained		
<u>AEE</u>	N/A - retained	Waiver of State Law and Regulation	Policy	Retained		
<u>AE-R</u>	N/A - retained	Accountability/Commitment to Accomplishment	Regulation	Retained		
<b>Group B: Board Governance and Operations</b>						
<u>BA</u>	<u>BA</u>	Role of the School Board / School Board Powers and Res	Policy	Waived	Waive	

NOTE: June 17, 2025 Both parties agree that Attachments F and H are not yet in final form and will be subject to additional revisions and mutual agreement by the parties prior to being finalized.

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<a href="#">BC</a>	<a href="#">BC</a>	School Board Member Conduct and Conflict of Interest	Policy	Waived	Waive	
<a href="#">BCA-E2</a>	<a href="#">BCA-E2</a>	Board Member Code of Ethics	Exhibit	Waived	Waive	
<a href="#">BCE</a>	<a href="#">BCE</a>	Code of Ethics for School Board Members	Exhibit	Waived	Waive	
<a href="#">BDF</a>	<a href="#">BDF</a>	Advisory Committees to the Board	Policy	Waived	Waive	
<a href="#">BAA - Retired</a>	<a href="#">BAA</a>	Board Operations	Policy	Waived	Waive	
<a href="#">BBA - Retired</a>	<a href="#">BBA</a>	School Board Powers and Responsibilities	Policy	Waived	Waive	
<a href="#">BBBA - Retired</a>	<a href="#">BBBA</a>	Board Member Qualifications	Policy	Waived	Waive	
<a href="#">BCB - Retired</a>	<a href="#">BCB</a>	School Board Member Conflict of Interest	Policy	Waived	Waive	
<a href="#">BDFA</a>	<a href="#">BDFA</a>	District Personnel Performance Evaluation Council	Policy	Waived	Waive	
<a href="#">BDFB</a>	<a href="#">BDFB</a>	Career and Technical Advisory Council	Policy	Waived	Waive	
<a href="#">BDFD</a>	<a href="#">BDFD</a>	.	Policy	Waived	Waive	
<a href="#">BDFE</a>	N/A - retained	Community Bond Oversight Committee		Retained		
<a href="#">BDFE</a>	N/A - retained	Long Range Advisory Committee		Retained		
<a href="#">BDG</a>	<a href="#">BDG</a>	School District Attorney	Policy	Waived	Waive	
<a href="#">BIC</a>	<a href="#">BIC</a>	School Board Member Insurance and Compensation	Policy	Waived	Waive	
<a href="#">BM</a>	<a href="#">BM</a>	School Board Meetings	Policy	Waived	Waive	
<a href="#">BMEA</a>	<a href="#">BMEA</a>	Electronic Participation in School Board Meetings	Policy	Waived	Waive	
<a href="#">BMES</a>	<a href="#">BMES</a>	Executive Sessions	Policy	Waived	Waive	
<a href="#">BMO</a>	<a href="#">BMO</a>	Board Organizational Meeting	Policy	Waived	Waive	
<a href="#">BMIPP</a>	<a href="#">BMIPP</a>	Public Participation at School Board Meetings	Policy	Waived	Waive	
<a href="#">BO</a>	<a href="#">BO</a>	Board Officers	Policy	Waived	Waive	
<a href="#">BP</a>	<a href="#">BP</a>	School Board Policy Process	Policy	Waived	Waive	
<a href="#">BT</a>	Need replacement policy	School Board Member Development	Policy	New Waiv...	Review replacem...	
<a href="#">BEDA - Retired</a>	<a href="#">BEDA</a>	Notification of School Board Meetings	Policy	Waived	Review replacem...	
<a href="#">BEDB - Retired</a>	<a href="#">BEDB</a>	Agenda	Policy	Waived	Waive	
<a href="#">BEDD - Retired</a>	<a href="#">BEDD</a>	Rules of Order	Policy	Waived	Waive	

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
BEDF - Retired	<a href="#">BEDE</a>	Voting Method	Policy	Waived	Waive	
BEDG - Retired	<a href="#">BEDG</a>	Minutes	Policy	Waived	Waive	
BGA - Retired	<a href="#">BGA</a>	Policy Implementation	Policy	Waived	Waive	
<b>Group C: General School Administration</b>						
<a href="#">CBA-CBC</a>	N/A - retained	Qualifications/Powers and Responsibilities of Superintendent	Policy	Retained		
<a href="#">CF</a>	<a href="#">P2P Policy CF</a>	School Building Administration (and Principalship)	Policy	Waived	Waive	
<a href="#">CFD</a>	<a href="#">P2P Policy CFD</a>	Leadership/Decision-Making Philosophy	Policy	Waived	Waive	
<b>Group D: Fiscal Management</b>						
<a href="#">DB</a>	<a href="#">DB</a>	Annual Operating Budget	Policy	Waived	Waive	
<a href="#">DBJ</a>	<a href="#">DBJ</a>	Budget Transfers	Policy	Waived	Waive	
<a href="#">DD</a>	<a href="#">DD</a>	Grants Management	Policy	Waived	Waive	
<a href="#">DD-R1</a>	Need to create policy or include in DD replacement policy.	Project Partnerships, Sub-Award Grants, Sub Contracts Pursuant to Grants, and Third Party Grants Involving District Personnel, Programs or Facilities	Regulation	Waived	Review replacement...	
<a href="#">DD-R2</a>	Need to create policy or include in DD replacement policy.	Grants to District Personnel	Regulation	Waived	Review replacement...	
<a href="#">DEB</a>	<a href="#">DEB</a>	Loan Programs (Funds from State Tax Sources)	Policy	Waived	Waive	
<a href="#">DEB/DEC/DFC</a>	N/A - retained	Revenues from State/Federal Tax Sources	Policy	Retained		
<a href="#">DFA</a>	<a href="#">DFA</a>	Cash Management/Investment	Policy	Waived	Waive	

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<a href="#">DFB</a>	<a href="#">DFB</a>	Revenues from Licensing of School Facilities for Telecommunication Uses	Policy	Waived	Waive	
<a href="#">DG</a>	<a href="#">DG</a>	Depository of Funds/Authorized Signatures	Policy	Waived	Waive	
<a href="#">DH</a>	N/A - retained	Bonded Employees and Officers	Policy	Retained		
<a href="#">DI</a>	<a href="#">DI</a>	Fiscal Accounting and Reporting	Policy	Waived	Waive	
<a href="#">DID</a>	<a href="#">DID</a>	Inventories (And Property Accounting)	Policy	Waived	Waive	
<a href="#">DIE</a>	<a href="#">DIE</a>	Audits	Policy	Waived	Waive	
<a href="#">DIEA</a>	<a href="#">DIEA</a>	Peak to Peak Finance and Budget Committee	Policy	Waived	Waive	
<a href="#">DJ-DJE, DJE-R</a>	<a href="#">DJ-DJE, DJE-R</a>	Purchasing and Contracting	Policy	Waived	Waive	
<a href="#">DLB</a>	<a href="#">DLB</a>	Salary Deductions	Policy	Waived	Waive	
<a href="#">DLB-R</a>	DLB-R	Salary Deductions	Regulation	Waived	Waive	
<a href="#">DLC</a>	<a href="#">DLC</a>	Employee Expense Reimbursements	Policy	Waived	Waive	
<a href="#">DL-DLA</a>	<a href="#">DL-DLA</a>	Payroll Procedures/Payday Schedules	Policy	Waived	Waive	
<a href="#">DN</a>	<a href="#">DN</a>	School Properties Disposal Procedures	Policy	Waived	Waive	
<b>Group E: Support Services</b>						
<a href="#">EB</a>	N/A - retained	Risk Management Program	Policy	Retained		
<a href="#">EBBA</a>	N/A - retained	Prevention of Disease/Infection Transmission	Policy	Retained		
<a href="#">EBBA-R</a>	N/A - retained	Prevention of Disease/Infection Transmission	Regulation	Retained		
<a href="#">EBBD</a>	N/A - retained	Hazardous Materials Policy	Policy	Retained		
<a href="#">EBBD-R</a>	N/A - retained	Hazardous Materials Procedures	Regulation	Retained		
<a href="#">EBCB</a>	<a href="#">EBCB</a>	Fire Drills	Policy	Waived	Waive	
<a href="#">EBCE</a>	<a href="#">EBCE</a>	School Closings and Cancellations	Policy	Waived	Waive	
<a href="#">EBCE-R</a>	<a href="#">EBCE-R</a>	Emergency Closings	Regulation	Waived	Waive	
<a href="#">EBD</a>	N/A - retained	Asbestos in the Schools	Policy	Retained		
<a href="#">EB-R</a>	N/A - retained	Risk Management Program	Regulation	Retained		
<a href="#">EB-R2</a>	N/A - retained	Accident Prevention and Procedures	Regulation	Retained		
<a href="#">ECA</a>	<a href="#">ECA</a>	Buildings and Grounds Security	Policy	Waived	Waive	

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<a href="#">ECAA</a>	<a href="#">ECAA</a>	Access to Buildings (And Key Control)	Policy	Waived	Waive	
<a href="#">ECAA-R</a>	<a href="#">ECAA-R</a>	Access to Buildings (And Key Control)	Regulation	Waived	Waive	
<a href="#">ECA-R</a>	<a href="#">ECA-R</a>	Video Surveillance Equipment	Regulation	Waived	Waive	
<a href="#">ECB</a>	<a href="#">ECB</a>	Buildings and Grounds Maintenance (And Operations)	Policy	Waived	Waive	
<a href="#">ECF</a>	<a href="#">ECF</a>	Environmental Sustainability	Policy	Waived	Waive	
<a href="#">ED</a>	<a href="#">ED</a>	Material Resource Management	Policy	Waived	Waive	
<a href="#">EDA</a>	<a href="#">EDA</a>	Receiving and Warehousing	Policy	Waived	Waive	
<a href="#">EDC</a>	<a href="#">EDC</a>	Authorized Use of School-Owned Materials	Policy	Waived	Waive	
<a href="#">EEA</a>	<a href="#">EEA</a>	Student Transportation Services	Policy	Waived	Waive	
<a href="#">EEAA</a>	<a href="#">EEAA</a>	Walkers and Riders	Policy	Waived	Waive	
<a href="#">EEAB</a>	Need policy.	School Bus Scheduling and Routing	Policy	New Waiv...	Review replacem...	
<a href="#">EEAC</a>	Need policy.	School Bus Safety Program	Policy	New Waiv...	Review replacem...	
<a href="#">EEACC</a>	<a href="#">EEACC</a>	Student Conduct on School Buses	Policy	Waived	Waive	
<a href="#">EEAD</a>	Need policy.	Special Use of School Buses	Policy	New Waiv...	Review replacem...	
<a href="#">EEADA</a>	Need policy.	Use of School Buses by Community Groups	Policy	New Waiv...	Review replacem...	
<a href="#">EEADA-R</a>	Need policy.	Use of School Buses by Community Groups	Regulation	New Waiv...	Review replacem...	
<a href="#">EEAE</a>	Need policy.	Student Transportation in Private Vehicles	Policy	Waived	Review replacem...	
<a href="#">EEAEAA</a>	Need policy.	Controlled Substance and Alcohol Testing	Policy	New Waiv...	Review replacem...	
<a href="#">EEAE-E</a>	Need policy.	Student Transportation in Private Vehicles	Exhibit	New Waiv...	Review replacem...	
<a href="#">EEA-R</a>	Need policy.	Student Transportation Services	Regulation	Waived	Review replacem...	
<a href="#">EEBA-R</a>	Need policy.	School-Owned Vehicles	Regulation	New Waiv...	Review replacem...	
<a href="#">EE</a>	<a href="#">EE</a>	Food Services Management	Policy	Waived	Waive	
<a href="#">EFA</a>	N/A - retained	Healthy Food Choices	Policy	Retained		
<a href="#">EFA-R</a>	N/A - retained	Healthy Food Guidelines	Regulation	Retained		
<a href="#">EF-R</a>	Need policy.	Food Services Management	Regulation	Waived	Review replacem...	
<a href="#">EGAAA</a>	<a href="#">EGAAA</a>	Duplication of Copyrighted Material	Policy	Waived	Waive	
<a href="#">EGAAA-E1</a>	Need policy.	Duplication of Copyrighted Material	Exhibit	Waived	Review replacem...	
<a href="#">EGAAA-E2</a>	Need policy.	Duplication of Copyrighted Material	Exhibit	Waived	Review replacem...	

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<u>EGAAA-E3</u>	Need policy.	Parent Permission for Classroom Videotape Viewing	Exhibit	Waived	Review replacem...	
<u>EGAAA-R</u>	Need policy.	Reproduction and Use of Copyrighted Materials (Non-Print and Print)	Regulation	Waived	Review replacem...	
<u>EGAEA</u>	<u>EGAEA</u>	Electronic Communications	Policy	Waived	Waive	
<u>EGAEA-R</u>	<u>EGAEA-R</u>	Staff Use of Electronic Mail	Regulation	Waived	Waive	
<u>EHCA</u>	<u>EHCA</u>	Web and Internet Publishing	Policy	Waived	Waive	
<u>EHCA-R</u>	Need policy.	Web and Internet Publishing	Regulation	Waived	Review replacem...	
<u>EI</u>	<u>EI</u>	Insurance Management	Policy	Waived	Waive	
<u>EIB</u>	<u>EIB</u>	Liability Insurance	Policy	Waived	Waive	
<b>Group F: Facilities Development</b>						
<u>FA-FB</u>	<u>FA-FB</u>	Facilities Development Goals/Facilities Planning	Policy	Waived	Waive	
<u>FC</u>	<u>FC</u>	Facilities Capitalization Program	Policy	Waived	Waive	
<u>FEA</u>	<u>FEA</u>	Educational Specifications	Policy	Waived	Waive	
<u>FEF</u>	<u>FEF</u>	Site Acquisition Procedure	Policy	Waived	Waive	
<u>FF</u>	Need policy.	Naming of New Facilities	Policy	New Waiver Request	Review replacem...	
<u>FF-R</u>	Need policy.	Naming of New Facilities	Regulation	New Waiver Request	Review replacem...	
<u>FG</u>	<u>FG</u>	Board Inspection and Acceptance of New Facilities	Policy	Waived	Waive	
<u>FL</u>	<u>FL</u>	Retirement of Facilities	Policy	Waived	Waive	
<b>Group G: Personnel</b>						
<u>GBA</u>	N/A - retained	Open Hiring/Equal Employment Opportunity	Policy	Retained		
<u>GBAA</u>	N/A - retained	Sexual Harrassment	Policy	Retained		
<u>GBB</u>	<u>GBB</u>	Staff Involvement in Decisionmaking	Policy	Waived	Waive	
<u>GBEA</u>	N/A - retained	Staff Ethics/Conflicts of Interest	Policy	Retained		
<u>GBEA-E</u>	N/A - retained	Staff Ethics/Conflicts of Interest	Exhibit	Retained		

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<a href="#">GBEA-R</a>	N/A - retained	Staff Ethics/Conflicts of Interest	Regulation	Retained		
<a href="#">GBEA-R2</a>	N/A - retained	Staff Protection	Regulation	Retained		
<a href="#">GBEB</a>	N/A - retained	Staff Conduct (and Responsibilities)	Policy	Retained		
<a href="#">GBEB - 1</a>	N/A - retained	Drug Free Workplace	Policy	Retained		
<a href="#">GBEBA</a>	N/A - retained	Staff Member Dress	Policy	Retained		
<a href="#">GBEBC</a>	N/A - retained	Staff Gifts and Solicitations	Policy	Retained		
<a href="#">GBEBC-R</a>	N/A - retained	Employee Limitations on Accepting Gifts	Regulation	Retained		
<a href="#">GBEB - R</a>	N/A - retained	Staff Conduct (Professional Boundaries)	Regulation	Retained		
<a href="#">GBEE</a>	N/A - retained	Staff Use of District Technology, the Internet and Electronic Communications	Policy	Retained		
<a href="#">GBEE-E1</a>	N/A - retained	Staff Terms and Conditions for Acceptable Use of BVSD Technology Resources	Exhibit	Retained		
<a href="#">GBEE - E2</a>	N/A - retained	Staff Terms and Conditions for Assignment of District Technology Resource Administrative Rights	Exhibit	Retained		
<a href="#">GBEE-R</a>	N/A - retained	Staff Use of District Technology, the Internet and Electronic Communications	Regulation	Retained		
<a href="#">GBE-R</a>	N/A - retained	Staff Health and Safety Administrative Procedures for Dealing with Employees with Communicable and/or Life-Threatening Diseases	Regulation	Retained		
<a href="#">GBG</a>	N/A - retained	Liability of School Personnel / Staff Protection	Policy	Retained		
<a href="#">GBGA</a>	N/A - retained	Staff Health	Policy	Retained		
<a href="#">GBGAB</a>	N/A - retained	First Aid Training	Policy	Retained		
<a href="#">GBGB</a>	N/A - retained	Staff Personal Security & Safety	Policy	Retained		
<a href="#">GBGD</a>	<a href="#">GBGD</a>	Workers' Compensation	Policy	Waived	Waive	
<a href="#">GBGF</a>	<a href="#">GBGF</a>	Federally-Mandated Family and Medical Leave Act	Policy	Waived	Waive	
<a href="#">GBJ</a>	Need policy.	Criminal History Record Information	Policy	New Waiver Request	Review replacement...	
<a href="#">GBJ</a>	<a href="#">GBJ</a>	Personnel Records and Files	Policy	Waived	Waive	

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<a href="#">GBJA</a>	Need policy.	Disclosure of Information to Prospective Employers	Policy	New Waiver Request	Review replacem...	
<a href="#">GBK</a>	<a href="#">GBK</a>	Staff Concerns/Complaints/Grievances	Policy	Waived	Waive	
<a href="#">GBK-R</a>	Need policy.	Staff Concerns/Complaints/Grievances	Regulation	Waived	Review replacem...	
<a href="#">GCA</a>	<a href="#">GCA</a>	Professional Staff Positions	Policy	Waived	Waive	
<a href="#">GCA-R</a>	GCA-R	Professional Staff Positions	Regulation	Waived	Waive	
<a href="#">GCB</a>	<a href="#">GCB</a>	Professional Staff Contracts and Compensation Plans	Policy	Waived	Waive	
<a href="#">GCB-A-1</a>	<a href="#">GCB-A-1</a>	Professional Staff Salary Schedules, Teachers	Policy	Waived	Waive	
<a href="#">GCB-A-1-R</a>	GCB-A-1-R	Professional Staff Salary Schedules, Teachers	Regulation	Waived	Waive	
<a href="#">GCB-B</a>	<a href="#">GCB-B</a>	Professional Staff Supplementary Pay Plans	Policy	Waived	Waive	
<a href="#">GCB-C</a>	<a href="#">GCB-C</a>	Professional Staff Additional Benefits	Policy	Waived	Waive	
<a href="#">GCB-C-R</a>	GCB-C-R	Professional Staff Additional Benefits	Regulation	Waived	Waive	
<a href="#">GCB-D-1</a>	<a href="#">GCB-D-1</a>	Professional Staff Leaves and Absences - Teachers	Policy	Waived	Waive	
<a href="#">GCB-D-2</a>	<a href="#">GCB-D-2</a>	Professional Staff Leaves and Absences - Administrators	Policy	Waived	Waive	
<a href="#">GCB-E</a>	<a href="#">GCB-E</a>	Professional Staff Personal Days and Holidays	Policy	Waived	Waive	
<a href="#">GCC-GCD-1</a>	<a href="#">GCC-GCD-1</a>	Professional Staff Recruiting/Hiring - Teachers	Policy	Waived	Waive	
<a href="#">GCC-GCD-1-R</a>	GCC-GCD-1-R	Professional Staff Recruiting/Hiring - Teachers	Regulation	Waived	Waive	
<a href="#">GCC-GCD-2</a>	<a href="#">GCC-GCD-2</a>	Professional Staff Recruiting/Hiring - Administrators	Policy	Waived	Waive	
<a href="#">GCC-GCD-3</a>	<a href="#">GCC-GCD-3</a>	Selection and Appointment of Administrators	Policy	Waived	Waive	
<a href="#">GCC-GCD-4</a>	N/A - retained	Teachers and Administrators Professional Staff Background Checks	Policy	Retained		
<a href="#">GCDA</a>	<a href="#">GCDA</a>	Professional Staff Certification Responsibilities	Policy	Waived	Waive	
<a href="#">GCEA-R</a>	<a href="#">GCEA-R</a>	Arrangements for Professional Staff Substitutes	Regulation	Waived	Waive	
<a href="#">GCF</a>	<a href="#">GCF</a>	Professional Staff Orientation	Policy	Waived	Waive	
<a href="#">GCG/GCGA</a>	<a href="#">GCG/GCGA</a>	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff	Policy	Waived	Waive	
<a href="#">GCI</a>	<a href="#">GCI</a>	Professional Staff Assignments and Transfers	Policy	Waived	Waive	
<a href="#">GCK</a>	<a href="#">GCK</a>	Professional Staff Work Load	Policy	Waived	Waive	

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<a href="#">GCL</a>	<a href="#">GCL</a>	Professional Staff Development Opportunities	Policy	Waived	Waive	
<a href="#">GCN-2</a>	<a href="#">GCN-2</a>	Staff Evaluations	Policy	Waived	Waive	
<a href="#">GCPB</a>	<a href="#">GCPB</a>	Resignation of Professional Staff Members	Policy	Waived	Waive	
<a href="#">GCPD</a>	N/A - retained	Retirement of Professional Staff Members	Policy	Retained		
<a href="#">GCPD-E1</a>	N/A - retained	Voluntary Early Retirement of Professional Staff	Policy	Retained		
<a href="#">GCPD</a>	Need policy.	Suspension and Dismissal of Teachers (And Contract Nonrenewal)	Policy	Waived	Review replacem...	
<a href="#">GCPD-E1</a>	Need policy.	Suspension and Dismissal of Professional Staff Members (And Contract Nonrenewal), Teachers	Exhibit	Waived	Review replacem...	
<a href="#">GCOAB</a>	<a href="#">GCOAB</a>	Tutoring for Pay	Policy	Waived	Waive	
<a href="#">GCOA-GCOAA</a>	N/A - retained	Nonschool Employment/Consulting Activities by Professional Staff Members	Policy	Retained		
<a href="#">GCOB</a>	<a href="#">GCOB</a>	Professional Research and Publishing	Policy	Waived	Waive	
<a href="#">GCOB-R</a>	Need policy.	Professional Research and Publishing	Regulation	Waived	Review replacem...	
<a href="#">GCQC</a>	N/A - retained	Exchange Teaching	Policy	Retained		
<a href="#">GCQE</a>	<a href="#">GCQE</a>	Professional Staff Facilities	Policy	Waived	Waive	
<a href="#">GDA/GDA-R</a>	<a href="#">GDA/GDA-R</a>	Support Staff	Regulation	Waived	Waive	
<a href="#">GDBB</a>	<a href="#">GDBB</a>	Support Staff Supplementary Pay Plans (Overtime Pay)	Policy	Waived	Waive	
<a href="#">GDBC</a>	<a href="#">GDBC</a>	Support Staff Additional Benefits	Policy	Waived	Waive	
<a href="#">GDBD</a>	<a href="#">GDBD</a>	Support Staff Leaves and Absences	Policy	Waived	Waive	
<a href="#">GDBE</a>	<a href="#">GDBE</a>	Support Staff Personal Days and Holidays	Policy	Waived	Waive	
<a href="#">GDB-GDBA</a>	<a href="#">GDB-GDBA</a>	Support Staff Contracts and Compensation Plans/Salary Schedules	Policy	Waived	Waive	
<a href="#">GDC-GDD</a>	<a href="#">GDC-GDD</a>	Support Staff Recruiting/Hiring	Policy	Waived	Waive	
<a href="#">GDC-GDD-2</a>	N/A - retained	Support Staff Background Checks	Policy	Retained		
<a href="#">GDF</a>	N/A - retained	Support Staff Orientation (and Inservice Training)	Policy	Retained		
<a href="#">GDG</a>	<a href="#">GDG</a>	Support Staff Probation	Policy	Waived	Waive	
<a href="#">GDI</a>	<a href="#">GDI</a>	Support Staff Reassignments and Transfers	Policy	Waived	Waive	

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<a href="#">GDN</a>	<a href="#">GDN</a>	Evaluation of Support Staff	Policy	Waived	Waive	
<a href="#">GDO</a>	<a href="#">GDO</a>	Support Staff Promotions	Policy	Waived	Waive	
<a href="#">GDPC</a>	N/A - retained	Retirement of Support Staff Members	Policy	Retained		
<a href="#">GDPCA</a>	N/A - retained	Voluntary Early Retirement of Support Staff	Policy	Retained		
<a href="#">GDPC-R</a>	N/A - retained	Retirement of Support Staff Members	Regulation	Retained		
<a href="#">GDPD</a>	<a href="#">GDPD</a>	Suspension and Dismissal of Support Staff Members	Policy	Waived		
<a href="#">GDR</a>	N/A - retained	Employee Benefit Plans	Policy	Retained		
<b>Group H: Negotiations</b>						
<a href="#">H</a>	<a href="#">H</a>	Negotiations	Policy	Waived	Waive	
<a href="#">HA</a>	<a href="#">HA</a>	Negotiations Goals (Principles Guiding Negotiating Procedures)	Policy	Waived	Waive	
<a href="#">HC</a>	<a href="#">HC</a>	Scope of Negotiations	Policy	Waived	Waive	
<a href="#">HD</a>	<a href="#">HD</a>	School Board Negotiating Powers and Duties	Policy	Waived	Waive	
<a href="#">HE</a>	<a href="#">HE</a>	Board Negotiating Agents	Policy	Waived	Waive	
<a href="#">HG</a>	<a href="#">HG</a>	Method of Determining Staff Negotiating Organizations	Policy	Waived	Waive	
<a href="#">HJ</a>	<a href="#">HJ</a>	Negotiations Meetings Procedures	Policy	Waived	Waive	
<a href="#">HL-HM</a>	<a href="#">HL-HM</a>	Preliminary Disposition/Announcement of Final Negotiated Agreement	Policy	Waived	Waive	
<a href="#">HN</a>	<a href="#">HN</a>	Impasse Procedures	Policy	Waived	Waive	
<b>Group I: Instruction</b>						
<a href="#">IA</a>	Need policy	Instructional Goals	Policy	Retained	Review replacem...	
<a href="#">IB</a>	<a href="#">IB</a>	Academic Freedom	Policy	Waived	Waive	
<a href="#">IC-ICA</a>	<a href="#">IC-ICA</a>	School Year/School Calendar	Policy	Waived	Waive	
<a href="#">IE</a>	<a href="#">IE</a>	Curriculum Development and Revision	Policy	Waived	Waive	
<a href="#">IFB-E1</a>	Need policy	Administrative Guidelines for Planning Alternative Programs	Exhibit	Waived	Waive	

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<a href="#">IFB-E2</a>	<a href="#">IFB-E2</a>	Request for New Courses or Major Modifications of Existing Programs	Exhibit	Waived	Waive	
<a href="#">IF-E1</a>	Need policy	New Course Proposal	Exhibit	Waived	Review replacem....	
<a href="#">IF-R</a>	Need policy	Curriculum Development and Revision (Regulation)	Regulation	Waived	Review replacem....	
<a href="#">IGA</a>	<a href="#">IGA</a>	Basic Instructional Program	Policy	Waived	Waive	
<a href="#">IGAC</a>	N/A - retained	Teaching About Religion (And Religion in the Schools)	Policy	Retained		
<a href="#">IGAC-R</a>	N/A - retained	Teaching About Religion (And Religion in the Schools)	Regulation	Retained		
<a href="#">IGADB-R</a>	N/A - retained	Postsecondary Occupational Program	Regulation	Retained		
<a href="#">IGAE</a>	<a href="#">IGAE</a>	Health Education	Policy	Waived	Waive	
<a href="#">IGAE-E</a>	<a href="#">IGAE-E</a>	Health Education Program Parental Excusal Request	Exhibit	Waived	Waive	
<a href="#">IGAE-R</a>	<a href="#">IGAE-R</a>	Health Education Program Parental Excusal Request (Regulation)	Regulation	Waived	Waive	
<a href="#">IGAG</a>	<a href="#">IGAG</a>	Teaching About Alcohol, Tobacco and Other Drugs	Policy	Waived	Waive	
<a href="#">IGA-R</a>	Need policy	Basic Instructional Program	Regulation	Waived		
<a href="#">IGBA</a>	N/A - retained	Programs for Students with Disabilities (Special Education)	Policy	Retained		
<a href="#">IGCD</a>	N/A - retained	Postsecondary Enrollment Options	Policy	Retained		
<a href="#">IGCD-E1</a>	N/A - retained	Postsecondary Enrollment Options Intent Form	Exhibit	Retained		
<a href="#">IGCD-E2</a>	N/A - retained	Appeal Form for Denial of High School Credit for Postsecondary Course	Exhibit	Retained		
<a href="#">IGCD-R</a>	N/A - retained	Postsecondary Enrollment Options	Regulation	Retained		
<a href="#">IGDA</a>	<a href="#">IGDA</a>	Student Organizations (Secondary Schools)	Policy	Waived	Waive	
<a href="#">IGDA-E1</a>	Need policy	Application for School-Sponsored Student Academic Organization	Exhibit	Waived	Review replacem....	

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<a href="#">IGDA-E2</a>	Need policy	Application for Student Organization	Exhibit	Waived	Review replacem...	
<a href="#">IGDA-E3</a>	Need policy	Student Initiated Club Posting	Exhibit	Waived	Review replacem...	
<a href="#">IGDA-R</a>	Need policy	Student Organizations (Secondary Schools)	Regulation	Waived	Review replacem...	
<a href="#">IGDB</a>	<del>Need policy</del>	Student Publications	Policy	Retained		
<a href="#">IGDE</a>	<a href="#">IGDE</a>	Student Activities Fee	Policy	Waived	Waive	
<a href="#">IGDF</a>	<a href="#">IGDF</a>	Student Fund-Raising Activities	Policy	Waived	Waive	
<a href="#">IGDG</a>	<a href="#">IGDG</a>	Student Activities Fees Management	Policy	Waived	Waive	
<a href="#">IGDJ</a>	Need policy	Interscholastic Athletics	Policy	New Waiver Request		
<a href="#">IGDJA</a>	N/A - retained	Interscholastic Athletics and Extracurricular Activities	Policy	Retained		
<a href="#">IGDJA-E1</a>	N/A - retained	Interscholastic Athletic Code Acknowledgement	Exhibit	Retained		
<a href="#">IGDJA-R</a>	N/A - retained	Interscholastic Athletic Code (Administrative Procedure for Application of the Interscholastic Code)	Regulation	Retained		
<a href="#">IGE</a>	<a href="#">IGE</a>	Adult Education Programs	Policy	Waived	Waive	
<a href="#">IHBB</a>	<a href="#">IHBB, IHBB-R</a>	Gifted Education	Policy	Waived	Waive	
<a href="#">IHBB-R</a>	<a href="#">IHBB, IHBB-R</a>	Gifted Education	Regulation	Waived	Waive	
<a href="#">IHBD</a>	N/A - retained	Compensatory Education (Title I)	Policy	Retained		
<a href="#">IICA</a>	<a href="#">IICA</a>	Field Trips and Activity Travel	Policy	Waived	Waive	
<a href="#">IICA-R</a>	Need policy	Field Trips	Regulation	Waived	Review replacem...	
<a href="#">IJ</a> (previously <a href="#">IIAA, IIAB</a> )	<a href="#">IJ</a> (previously <a href="#">IIAA, IIAB</a> )	Learning Materials Selection and Adoption	Policy	Waived	Waive	
<a href="#">IIOC</a>	<a href="#">IIOC</a>	School Volunteers	Policy	Waived	Waive	

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<u>JOC-E</u>	Need exhibit	Volunteer Agreement, Waiver & Release	Exhibit	Waived	Review replacem...	
<u>IKA-IKAA-IKAB</u>	<u>IKA-IKAA-IKAB</u>	Grading Systems/Final Examinations/Student Progress Reports to Parents	Policy	Waived	Waive	
<u>IKA-IKAA-IKAB E6</u>	Need exhibit	State Assessment System	Exhibit	Waived	Review replacem...	
<u>IKA-R-IKAA-R-I</u>	<u>IKA-R-IKAA-R-IK</u>	Grading Systems/Final Examinations/Student Progress Reports to Parents	Regulations	Waived	Waive	
<u>KAB-R</u>	<u>AB-R</u>	Homework	Policy	Waived	Waive	
<u>IKB</u>	<u>IKB</u>	Homework	Regulation	Waived	Review replacem...	
<u>IKB-R</u>	Need policy	Homework	Policy	Waived	Waive	
<u>IKC</u>	<u>IKC</u>	Weighted Grades				
<u>IKE</u>	<u>IKE</u>	Promotion, Nonpromotion, and Acceleration of Students	Policy	Waived	Waive	
<u>IKE-E1</u>	Need exhibit	Retention or Acceleration Guiding Questions for K-8 Students	Exhibit	Waived	Review replacem...	
<u>IKE-R</u>	<u>IKE-R</u>	Promotion, Nonpromotion, and Acceleration of Students	Regulation	Waived	Waive	
<u>IKE-R E2</u>	Need exhibit	Information Nonpromotion or Acceleration Inventory for K-8 Students	Exhibit	Waived	Review replacem...	
<u>IKF</u>	<u>IKF</u>	Graduation Requirements	Policy	Waived	Waive	
<u>IKF-E1</u>	Need exhibit	Petition for Early Graduation	Exhibit	Waived	Review replacem...	
<u>IKF-E2</u>	Need exhibit	Performance Standards	Exhibit	Waived	Review replacem...	
<u>IMDB</u>	N/A - retained	Flag Displays	Policy	Retained		
<u>INB</u>		Teaching About Controversial Issues	Policy	Waived	Waive	
<u>IO</u>	N/A - retained	Educational Research	Policy	Retained		
<u>IO-R</u>	N/A - retained	Educational Research	Regulation	Retained		

**Group J: Students**

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<a href="#"><u>JB</u></a>	N/A - retained	Equal Educational Opportunities	Policy	Retained		
<a href="#"><u>JBB</u></a>	N/A - retained	Sexual Harassment	Policy	Retained		
<a href="#"><u>JBC</u></a>	N/A - retained	Student Involvement in Decisionmaking	Policy	Retained		
<a href="#"><u>JC</u></a>	N/A - retained	School Attendance Areas	Policy	Retained		
<a href="#"><u>JDC</u></a>	N/A - retained	Student Conduct	Policy	Retained		
<a href="#"><u>JDC-R</u></a>	N/A - retained	Student Conduct Related to Weapons	Regulation	Retained		
<a href="#"><u>JDD</u></a>	N/A - retained	Student Discipline	Policy	Retained		
<a href="#"><u>JDDA</u></a>	N/A - retained	Student Involvement with Drugs and Alcohol	Policy	Retained		
<a href="#"><u>JDDA-R</u></a>	N/A - retained	Student Involvement with Drugs and Alcohol	Regulation	Retained		
<a href="#"><u>JDHB</u></a>	N/A - retained	Bullying	Policy	Retained		
<a href="#"><u>JDHD</u></a>	N/A - retained	Discipline of Habitually Disruptive Students	Policy	Retained		
<a href="#"><u>JDHD-R</u></a>	N/A - retained	Discipline of Habitually Disruptive Students	Regulation	Retained		
<a href="#"><u>JD/JR</u></a>	N/A - retained	Student Conduct and Discipline Code	Policy	Retained		
<a href="#"><u>JDSE</u></a>	N/A - retained	Student Suspension/Expulsion	Policy	Retained		
<a href="#"><u>JDSE-R</u></a>	N/A - retained	Procedures for Student Suspension/Expulsion	Regulation	Retained		
<a href="#"><u>JEC</u></a>	<a href="#"><u>JEC</u></a>	School Admissions	Policy	Waived		
<a href="#"><u>JECBA</u></a>	<a href="#"><u>JECBA</u></a>	Admission of F-1 Visa and Foreign Exchange Program Students	Policy	Waived		
<a href="#"><u>JECC</u></a>	<a href="#"><u>JECC</u></a>	Assignment of Students to Schools	Policy	Waived		
<a href="#"><u>JECC-R</u></a>	<a href="#"><u>JECC-R</u></a>	Open Enrollment Procedures and Information	Regulation	Waived		
<a href="#"><u>JECD</u></a>	<a href="#"><u>JECD</u></a>	Assignment of Transfer Students to Classes and Grade Levels	Policy	Waived		

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<a href="#">JEC-D-R</a>	<a href="#">JEC-D-R</a>	Assignment of Transfer Students to Classes and Grade Levels	Regulation	Waived		
<a href="#">JEC-D-R-E</a>	<a href="#">JEC-D-R-E</a>	Part-Time Enrollment	Regulation, Exhibit	Waived		
<a href="#">JEC-E</a>	N/A - retained	Administrative Transfer of Students	Regulation	Retained		
<a href="#">JEC-R-E1</a>	Need policy.	Early Access Exhibit	Exhibit	Waived		
<a href="#">JEG</a>	N/A - retained	Exclusions and Exemptions from School Attendance (Home-Based Education)	Policy	Retained		
<a href="#">JEGA</a>	N/A - retained	Student Withdrawal From School/Dropouts	Policy	Retained		
<a href="#">JEG-R</a>	N/A - retained	Exclusions and Exemptions from School Attendance (Home-Based Education)	Regulation	Retained		
<a href="#">JFABD</a>	N/A - retained	Homeless Students	Policy	Retained		
<a href="#">JFABD-R</a>	N/A - retained	Homeless Students	Regulation	Retained		
<a href="#">JFABE</a>	N/A - retained	Students in Foster Care	Policy	Retained		
<a href="#">JFABE-R</a>	N/A - retained	Students in Foster Care	Regulation	Retained		
<a href="#">JH</a>	<a href="#">JH</a>	Student Absences and Excuses	Policy	Waived	Waive	
<a href="#">JHCB</a>	N/A - retained	Immunization of Students	Policy	Retained		
<a href="#">JHD</a>	N/A - retained	Student Psychological Services	Policy	Retained		
<a href="#">JHF</a>	N/A - retained	Student Safety	Policy	Retained		
<a href="#">JH-R</a>	Need policy.	Student Absences	Regulation	Waived	Review replacement...	
<a href="#">JKA</a>	N/A - retained	Use of Physical Intervention and Restraint	Policy	Retained		
<a href="#">JKA-E1</a>	N/A - retained	Student Restraint Incident Report Form	Exhibit	Retained		
<a href="#">JKA-E2</a>	N/A - retained	Complaint Procedures and Regulations Regarding the Use of Restraint or Seclusion	Exhibit	Retained		
<a href="#">JKA-R</a>	N/A - retained	Use of Physical Intervention and Restraint	Regulation	Retained		
<a href="#">JLA</a>	N/A - retained	Student Health Insurance Program	Policy	Retained		
<a href="#">JLC</a>	N/A - retained	Student Health Services and Records	Policy	Retained		
<a href="#">JLCC</a>	N/A - retained	Communicable/Infectious Diseases	Policy	Retained		
<a href="#">JLCD</a>	N/A - retained	Administering Medications to Students	Policy	Retained		

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<a href="#">JLCDA</a>	N/A - retained	Students With Food Allergies	Policy	Retained		
<a href="#">JLCDB</a>	N/A - retained	Administration of Medical Marijuana to Qualified Students	Policy	Retained		
<a href="#">JLCDB-E</a>	N/A - retained	Medical Marijuana Administration Plan	Exhibit	Retained		
<a href="#">JLCD-E</a>	N/A - retained	Medication Administration Authorization	Exhibit	Retained		
<a href="#">JLCD-R</a>	N/A - retained	Administering Medications to Students	Regulation	Retained		
<a href="#">JLCE</a>	N/A - retained	First Aid and Emergency Medical Care	Policy	Retained		
<a href="#">JLCEA</a>	N/A - retained	Students with Special Health Care Needs	Policy	Retained		
<a href="#">JLCEA-R</a>	N/A - retained	Students with Special Health Care Needs - CPR Directives	Regulation	Retained		
<a href="#">JLCE-R</a>	N/A - retained	First Aid and Emergency Medical Care	Regulation	Retained		
<a href="#">JLCM</a>	N/A - retained	Access to Medically Necessary Treatment at School	Policy	Retained		
<a href="#">JLCM-E-1</a>	N/A - retained	Request for Medically Necessary Treatment at School	Exhibit	Retained		
<a href="#">JLCM-E-2</a>	N/A - retained	Plan for Medically Necessary Treatment at School	Exhibit	Retained		
<a href="#">JLF</a>	N/A - retained	Reporting of Child Abuse/Neglect	Policy	Retained		
<a href="#">JLF-R</a>	N/A - retained	Reporting of Child Abuse/Neglect	Regulation	Retained		
<a href="#">JN</a>	N/A - retained	Student Curricular Fees, Fines and Charges	Policy	Retained		
<a href="#">JO</a>	N/A - retained	Student Records	Policy	Retained		
<a href="#">JO-R</a>	N/A - retained	Student Records	Regulation	Retained		
<a href="#">JRCB</a>	N/A - retained	Privacy and Protection of Student Data	Policy	Retained		
<a href="#">JRCB-R</a>	N/A - retained	Privacy and Protection of Confidential Student Information (Hearing & Complaint Procedures)	Regulation	Retained		
<a href="#">JRCT</a>	Need policy	Student use of Cell Phones and Other Personal Technology Devices	Policy	New Waiver Request	Review replacem...	
<a href="#">JRCT-R</a>	Need policy	Student use of Cell Phones and Other Personal Technology Devices	Regulation	New Waiver Request	Review replacem...	
<a href="#">JRDC</a>	<a href="#">JRDC</a>	Student Dress	Policy	Waived	Waive	
<a href="#">JRLE</a>	N/A - retained	Interrogation by Law Enforcement Officials	Policy	Retained		
<a href="#">JRR</a>	N/A - retained	Student Rights and Responsibilities	Policy	Retained		

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<a href="#">JRS</a>	N/A - retained	Searches	Policy	Retained		
<a href="#">JRSU</a>	N/A - retained	Student Submission to Surveys, Analysis or Evaluations	Policy	Retained		
<a href="#">JRSU-E</a>	N/A - retained	Consent for Submission to Surveys, Analysis, or Evaluations		Retained		
<a href="#">JRSU-R</a>	N/A - retained	Student Submission to Surveys, Analysis or Evaluations (Regulation)		Retained		
<a href="#">JS</a>	N/A - retained	Student Use of Technology	Policy	Retained		
<a href="#">JS E-1</a>	N/A - retained	Student Use of the Internet and Electronic Communications (Annual Acceptable Use Agreement)	Exhibit	Retained		
<a href="#">JS E-2</a>	N/A - retained	BVSD Wellness in a Digital World Guidelines	Exhibit	Retained		
<a href="#">JS-R</a>	N/A - retained	Student Use of Technology	Regulation	Retained		
<b>Group K: School-Community Relations</b>						
<a href="#">KB</a>	Need policy.	Family and Community Partnership	Policy	New Waiv...	Review replacem...	
<a href="#">KBA</a>	N/A - retained	Title I Parent Involvement	Policy	Retained		
<a href="#">KBBA</a>	N/A - retained	Court-Ordered Parental Rights and Responsibilities	Policy	Retained		
<a href="#">KBBA-R</a>	N/A - retained	Court-Ordered Parental Rights and Responsibilities	Regulation	Retained		
<a href="#">KBE</a>	<a href="#">KBE</a>	Relations with Parent Organizations	Policy	Waived	Waive	
<a href="#">KBE-R</a>	<a href="#">KBE-R</a>	Relations with Parent Organizations	Regulation	Waived	Waive	
<a href="#">KDB-E</a>	<a href="#">KDB-E</a>	Public Request for Open Records Form	Exhibit	Waived	Waive	
<a href="#">KDB-R</a>	<a href="#">KDB-R</a>	Guidelines for Responding to Public Request for information	Regulation	Waived	Waive	
<a href="#">KDE</a>	<a href="#">KDE</a>	Crisis Management	Policy	Waived	Waive	

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<a href="#">KDE-R</a>	<a href="#">KDE-R</a>	Crisis Management	Regulation	Waived	Waive	
<a href="#">KE</a>	<a href="#">KE</a>	Complaints and Concerns	Policy	Waived	Waive	
<a href="#">KEC</a>	<a href="#">KEC</a>	Public Complaints About the Curriculum or Instructional Materials or Strategies	Policy	Waived	Waive	
<a href="#">KEC-E1</a>	<a href="#">KEC-E1</a>	Patron Request for Reconsideration of Learning Materials	Exhibit	Waived	Waive	
<a href="#">KEC-R</a>	<a href="#">KEC-R</a>	Public Complaints About the Curriculum or Instructional Materials or Strategies	Regulation	Waived	Waive	
<a href="#">KE-R</a>	<a href="#">KE-R</a>	Complaints about Curriculum or Instruction (Regulation)	Regulation	Waived	Waive	
<a href="#">KE</a>	<a href="#">KE</a>	Community Use of School Facilities	Policy	Waived	Waive	
<a href="#">KFA</a>	<a href="#">KFA</a>	Public Conduct on School Property	Policy	Waived	Waive	
<a href="#">KFB</a>	<a href="#">KFB</a>	Use of School Buildings as Child-Care Centers	Policy	Waived	Waive	
<a href="#">KFB-R</a>	Need policy	Use of School Buildings as Child-Care Centers	Regulation	Waived	Review replacem...	
<a href="#">KF-R</a>	<a href="#">KF-R</a>	Community Use of School Facilities	Regulation	Waived	Waive	
<a href="#">KH</a>	<a href="#">KH</a>	Public Gifts to the Schools	Policy	Waived	Waive	
<a href="#">KHB</a>	<a href="#">KHB</a>	Sponsorships	Policy	Waived	Waive	
<a href="#">KHB-R</a>	Need policy	Sponsorships	Regulation	Waived	Review replacem...	
<a href="#">KH-R</a>	Need policy	Use of Gifts to Employ Staff	Regulation	Waived	Review replacem...	
<a href="#">KI</a>	<a href="#">KI</a>	Visitors to the Schools	Policy	Waived	Waive	
<a href="#">KI-R</a>	<a href="#">KI-R</a>	Visitor Management Procedures	Regulation	Waived	Waive	
<a href="#">KJA</a>	N/A - retained	Distribution/Posting of Noncurricular Material	Policy	Retained		
<a href="#">KJA-R</a>	N/A - retained	Distribution/Posting of Noncurricular Material	Regulation	Retained		
<a href="#">KLMA</a>	<a href="#">KLMA</a>	Relations with Military Recruiters, Postsecondary Institutions and Prospective Employers in High Schools	Policy	Waived	Waive	
<a href="#">KLMA-E</a>	<a href="#">KLMA-E</a>	Relations with Military Recruiters, Postsecondary Institutions and Prospective Employers in High Schools	Exhibit	Waived	Waive	

## BVSD and P2P Policies, Regulations & Exhibits

BVSD Policy	P2P Replacement Policy	Description	Type	Retained (Gray), Waived (Blue), or New Request (Yellow)	BVSD Staff Recommendation	Board Action
<b>Group I: Education - Agency Relations</b>						
<a href="#">LBD</a>	N/A - retained	Relations with District Charter Schools	Policy	Retained		
<a href="#">LBD-E1</a>	N/A - retained	Intent to Apply to Become a District Charter School	Exhibit	Retained		
<a href="#">LBD-E2</a>	N/A - retained	Charter School Application & Evaluation Standards	Exhibit	Retained		
<a href="#">LBD-R</a>	N/A - retained	Relations with District Charter Schools	Regulation	Retained		



**Attachment G  
Charter School and School District Services  
Information Technology Services**

**Included Services:**

**Network Services and Equipment**

Standard internet connection and bandwidth offered to all other schools in the district along with the equipment, management and technology support for all network equipment. Also, includes district standard filtering solution and support for both digital classroom and device management and CIPA compliance.

**Student Data and Information Services**

Legal/subpoenas, enrollment roll, foreign students, archival/retention of records, student counts, state reporting, attendance, records requests, exception reports, provide templates for calculation of minutes for reporting, course codes and building new calendars in district standard Student Information System.

**Student Information System (“SIS”)**

All schools must use the district standard SIS for the student database. This cost is related to annual fees related to the software licensing and maintenance contract. District time spent for application support staff cost and technical support staff cost (including account management) and infrastructure is included in total direct staffing. Does not include purchase, maintenance and/or repair of internal data network systems and computer workstations, or any application software, other than those directly related to the use of the SIS.

**CONDITIONS:**

- SIS utilization must comply with all established district practices, policies and procedures
- Charter schools acknowledge that they cannot copy, modify or distribute the SIS information and data in any manner
- Charter schools acknowledge that District’s standard SIS and other designated support systems are the official vehicle for all state/federal reporting activities, including the annual student count

**BVSD Information Systems Services**

BVSD IT employees are responsible for support of all BVSD IT purchased equipment

This Attachment G is intended as guidance that is updated regularly to reflect changes in law and practice, and does not contain independent enforceable terms of this contract.

that follows district standards and is part of the approved hardware and software catalogs. Non-standard equipment will be supported on a best-effort basis and will be prioritized appropriately as it relates to all other work being handled by the BVSD IT team. These services include:

- Diagnosing and troubleshooting issues and performing repairs for all approved IT hardware as designated in the IT approved hardware catalog.
- Install and maintain all approved district software when purchased by the Charter school and on an as-needed basis.
- Install and maintain any approved licensed software owned by the Charter school.
- Provide technology expertise and guidance on all approved district software and any proposed software or hardware that is being requested through standard district approval processes.
- Review all requested software through the district's standard software approval request process.
- Troubleshoot and resolve issues with all network and cybersecurity tools and components.
- All IT Service Desk tickets submitted by the Charter School will be prioritized following the same methodology as all other schools in the District.

### **Student Data Privacy Act Roles and Responsibilities**

[House bill 16-1423](#) mandates local school districts and charter schools implement the following items:

#### **Each Charter school is responsible for**

- Adopting a student data privacy policy
- Creating a webpage for transparency that has the following
  - List of student PII collected by the charter
  - List of CDE student PII
  - List of Apps that are used by the school
  - List of vendors that collect student PII
    - With contract and Data privacy addendum
  - Conduct Mandatory training regarding student privacy

#### **BVSD will share resources with our Charter schools.**

On the district Student Data Privacy Site are resources:

- List of district apps
- App vetting process
- Data privacy addendum
- List of student PII collected by the district
- Link to the CDE student PII collected
- Link to vendors that collect PII and their contracts

#### **CONDITIONS:**

This Attachment G is intended as guidance that is updated regularly to reflect changes in law and practice, and does not contain independent enforceable terms of this contract.

- District staff must have physical access to technology equipment as required for upgrades, maintenance and repair.
- All software application utilization must comply with all established district practices, policies and procedures.
- Charter schools acknowledge that they cannot copy, modify or distribute any confidential information protected by federal or state law from any installed system in any manner.

## **Optional Additional Services:**

### **1:Web Program**

#### 1:Web Program Overview

The 1:Web program is the one-to-one device initiative for all students in BVSD in fifth through twelfth grades. This program supports the BVSD mission to create challenging, meaningful and engaging learning opportunities so that all students thrive and are prepared for successful and civically engaged lives.

#### BVSD Information Technology Support for 1:Web Program

The BVSD IT department offers the following support for the 1:Web program for all schools across the district including any Charter schools that determine they want to utilize this optional service.

- IT program support to provide information and guidance for the overall program.
- District discounted device cost attained through large volume purchases.
- Device management and repair per BVSD's standard 1:Web program practices.
- Issuance and management of student fees/fines for all device repairs related to the 1:Web program based on the district-wide 1:Web schedule of fees/fines.

#### Charter School Responsibilities

- Designate at least one individual on staff with Charter school who will be the point-of-contact for all 1:Web activities (i.e. communication and coordination of the 1:Web program, managing the repair process and ticket entry for 1:Web devices for the school and managing the loaner pool of devices at the school). This position is referred to the 1:Web Coordinator for the Charter school.
- Designate secondary 1:Web Coordinator(s) at the Charter school to be contacted in the event the main 1:Web Coordinator(s) is not available.
- Collaborate and provide feedback to BVSD IT department to ensure continued improvement and success of the 1:Web program
- Maintain conformity with 1:Web standards and procedures that are followed at all other 1:Web schools across the district.
- Issue and collect all technology fees related to the 1:Web program. The

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Charter school can choose to follow the district-wide technology fee schedule or set their own technology fee schedule for devices.

- Purchase all 1:Web devices directly from the BVSD IT team.

#### Device Cost Structure

The district will undergo an annual bid process to purchase all devices needed for 1:Web program. At the conclusion of this annual bid process (typically in April), the District will notify the Charter School of the total purchase price for each 1:Web device and the expected Technology Fee the district plans to implement which is approved by the BVSD Board of Education. The Charter School will be responsible for purchasing each 1:Web device in full on an annual basis and will then be responsible for the issuance and collection of all technology fees related to the 1:Web program at the Charter School. The full costs of the 1:Web devices will be charged to the Charter School at the time of distribution which typically occurs in late July or early August.

#### Technology Repair Fine Structure

The BVSD IT team maintains a repair fine table which standardizes all fines that will be issued for repairs related to the 1:Web program. The BVSD IT team will repair all Charter School 1:Web devices per our standard repair procedures and issue the student fee/fine through the district's payment system. The Charter School will be responsible for collecting all fines and fees assigned to students enrolled in their 1:Web program.

#### Miscellaneous

Any modifications or improvements to this program can be presented to the BVSD IT team. The BVSD IT team and Charter school must mutually agree in writing to implement any modifications or improvements to the 1:Web program.

### **Charter Technology Refresh Program**

#### Technology Refresh Program Overview

The District offers different programs for schools to refresh the technology needed to operate a school and teach students. These programs include the Charter Technology Refresh program and the Purchase Technology Tools ("PTT") program. The Charter school may choose to enroll in either of these programs which provide the services as detailed below.

#### Charter Technology Refresh Program

The Charter school will be able to purchase technology from the approved hardware catalog published by the BVSD IT team. The annual funding allocated to this program will be determined by the pupil count at the school. Any unused funds at the end of the

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fiscal year will automatically carry over to the following fiscal year for the Charter School to utilize during the subsequent annual technology refresh.

Any technology hardware that is needed by the Charter School, but is not listed on the BVSD IT approved hardware catalog can be submitted to the IT team for review via our normal IT ticketing system and will be reviewed on a best-effort basis.

Purchase Technology Tools (PTT) Program

Throughout any given fiscal year, a Charter School may purchase hardware and software from BVSD IT's approved hardware and software list. The Charter School will be responsible to provide the correct account code for the full cost of the hardware or software and must submit any PTT requests through BVSD IT's standard request ticketing process.

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**Attachment G  
Charter School and School District Services  
Business Services**

**Included Services:**

**Business Services**

Business and financial support, Data Pipeline reporting to CDE, quarterly financial reporting to the Board of Education, audit/Annual Financial Report presentation, billing, wire transfers, Infinite Campus/RevTrak issue resolution, meetings, miscellaneous questions, and problem resolution.

**Business Services Division**

- General Ledger ERP support - system access, financial reporting, training, issue resolution and new feature implementation
- District budget documentation
- District copier and secure shredding management

**Finance and Accounting Services**

- BVSD daily cash management and investments
- Receipt and disbursement of district funds
- Banking and debt issuance
- Monthly and quarterly financial statements
- District audit
- Financial data pipeline
- GAAP, GASB, FPP and statutory accounting compliance
- Maintain internal controls
- Maintain District fixed asset accounting and records

**Budget Services**

- District budget development, management and oversight
- Funded enrollment projections
- Charter financial allocations, reconciliation
- Budget management assistance and support

- FPP and statutory budget compliance

### **Materials Management (Warehouse)**

- School deliveries in the district school rotation schedule
- Special deliveries as scheduled
- Processing of Mail - interoffice and USPS
- Warehouse stock purchasing, processing and delivery
- Central receiving and delivery
- Surplus pickup, delivery and discard

### **Grant Administration**

The District recognizes that Charter Schools are utilizing revenue sources associated with federal and state agency grants. The District is required to be the Fiscal Agent on such grants meaning the District is responsible for oversight, approval, review and distribution of funds.

These administrative tasks result in the utilization of District resources. In recognition of this, the District is requiring the following.

### **Grant Submission**

Any new grant in which the District is listed as the Fiscal Agent or Authorized Representative, or requires the Superintendent or Board of Education signature, or reporting of the District financial statement, shall be reviewed by the District Grant office before submission. This includes review of related budgets, applications and any other attachments.

The Charter School shall request reimbursement of the maximum allowable indirect/administrative costs as dictated by the grant.

#### Grants that allow Indirect/Administration

The District shall retain up to 100% of the allowable indirect/administration reimbursement. If the grant allows for indirect costs, but the Charter School failed to include the request in their application/budget, the Charter School shall pay the District for administration out of their general funds. The District may withhold these funds directly through the monthly wire transfer.

#### Grants that do not allow for Indirect/Administration

The District reserves the right to decline grant submission for any grant that does not allow for reimbursement of indirect/administrative costs. If the District decides to submit the grant, the District reserves the right to charge indirect/administration costs to the

Charter School. This fee shall be paid out of the Charter School general funds. The District may withhold these funds directly through the monthly wire transfer.

**Optional Additional Services:**

Current Exclusions from Business Services for Peak to Peak

- Payroll - requires using district ERP system
- Accounts Payable - requires using district ERP system
- Purchasing - requires using district ERP system
- Banking fees - requires full integration with district banking and payment systems

**Not Included or Available:**



## **Attachment G**

### **Charter School and School District Services**

### **Special Education**

#### **Included Services:**

- Student Qualification for Special Education Services
  - Provide evaluation and reevaluation services for students during the identification, eligibility determination(s), or ongoing Individuals with Disabilities Education Act (IDEA) processes as needed
  - Provide oversight of identification processes to ensure legal compliance and that students are not being misidentified.
  
- Transition Support
  - Ensure that students enrolling at Charter School from other district-managed or out-of-district schools are supported through the transition process, including transfer of all required paperwork.
  - In cases when a student enrolls at Charter School and there are questions about whether a Free Appropriate Public Education (FAPE) and/or Least Restrictive Environment (LRE) can be provided at Charter School, District will convene an IEP Team to assess the situation. Per the charter school contract, if FAPE cannot be made at the Charter School, the IEP Team under District special education leadership will make an offer of FAPE in a setting and manner consistent with the District's approach for other schools.
  
- Data Systems and Software Tools for Plan Management
  - District will include the Charter School in its web-based programs used for managing student IEP plans and related documentation (e.g. FrontLine).
  - District will use data included in both the Student Information System (Infinite Campus) and student plan system (FrontLine) to manage all state reporting, including October and December Count.
  
- Support and Training
  - Special Education team provides regular communications in Noteworthy

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and Download.

- Special Education conducts monthly professional learning for special education teachers.
  - Special Education team offers beginning-of-year professional learning opportunities.
  - Special Education team partners with Charter School to solve problems, and answer teacher, family, and administrator questions.
  - Special Education team provides occasional professional learning opportunities designed for administrators and general education teachers.
  - Provides access to district-owned assessment materials and curricular resources, which can be borrowed to support the unique learning needs of individual students.
- Oversight and Support
    - Special Education team provides oversight and collaborative support for Charter School's special education program by conducting periodic site visits and file review.
    - Special Education team participates in occasional annual or triennial IEP meetings as part of their oversight and support work.
    - Special Education team ensures that all IDEA requirements, including without limitation testing, initial identification, evaluation(s) and reevaluation(s), eligibility determination(s), IEP development and implementation, provision of services, progress monitoring and reporting, IEP meetings and/or reviews, and exiting services are conducted properly and in compliance with federal, state, and local requirements.
    - Special Education reviews all decisions to exit a student from special education services to ensure the decision to exit is appropriate.
    - When there are concerns about the services being provided to a student, Special Education team provides oversight and support to the Charter School, including without limitation, by providing consultation, participating in relevant meetings, reviewing paperwork as needed, and following up with stakeholders as needed to ensure compliance with all applicable laws and that appropriate services are being provided.
  - Special Service Providers
    - District provides special services providers (SSP) as part of district central services, including the services of the following SSPs: speech language pathologist, physical therapists, occupational therapists, and school psychologists.
    - Time allocated for SSPs is determined by the minutes required in enrolled

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students' IEPs.

- Social work and nursing services are not included with central services and must be purchased by the Charter School separately.

**Charter schools will:**

- Hire licensed special education teachers to deliver programming in compliance with federal, state, and local requirements.
- Staff the Charter School's special education programming at ratios consistent with District policy applicable to District schools, to ensure appropriate case management and compliance with special education law.
- Ensure that general education teachers understand the requirements of students' IEPs and work with the special education teachers on fulfilling the requirements of the IEP, including without limitation by providing accommodations and modifications, as well as progress monitoring information, as needed.
- Provide transition services to high school students as part of the regular special education program.
- Hold IEP meetings when required by IDEA, including without limitation annual IEP meetings and triennial meetings, as required, that include all legally-mandated stakeholders.
- Communicate with parents/guardians/families about their rights under the IDEA as required by IDEA.
- Communicate all special education-related information in the parents'/guardians'/family's preferred language, and provide interpretation and translation services for families in need of such service.
- Ensure charter school special education teachers participate in all required, district-organized special education trainings.
- With the support of the District, ensure that the Charter School is meeting the requirements of IDEA, including ensuring that every student with an IEP receives the services and supports identified in their IEP, and ensure that students are making appropriate progress towards the goals articulated in their IEP.

**Optional Additional Services:**

- Special education services provided by a District Social Worker.
- Special education services provided by a District Nurse.

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## **Attachment G**

### **Charter School and School District Services**

### **Culturally and Linguistically Diverse Education**

#### **Included Services:**

- State and Federal Reporting
  - Manage reporting and compliance requirements for English Language Learners including preparation and submission of all federal, state and district reports regarding the monitoring of language learners.
  -
- Identification
  - Home Language Survey (HLS) completed upon registration through School Mint
  - Testing and assessment generates potential screener list for schools
  - CLDE department enters student designation data and program model, which then gets sent to CDE
  - CLDE department works with CDE to any clean up an/or errors in reporting students
- In program
  - CLDE team provides bi-weekly-monthly communications in Noteworthy and Download
  - CLDE team conducts monthly professional learning for ELD teachers
  - CLDE team offers beginning of the year professional learning (ie, NEO, dual language educators, teachers new to co-teaching)
  - CLDE team problem solves and answers teacher, family and admin questions
  - Admin PD- monthly for dual language administrators and co-teaching administrators, and as needed to prek-12 administrators
  - Testing and Assessment provides PD for ACCESS administration, deliver materials to buildings and support ACCESS administration
  - CLDE team fields questions and provides support to school as needed during ACCESS administration
- Redesignation
  - Data collected and uploaded into IC, Vizlab and delivered to schools.
  - CLDE team visits all schools periodically to monitor programming
    - Co-teaching rubric review visits are conducted twice a year and goals are mutually agreed upon by school admin, CLDE director and co-teaching TOSA
    - Dual language rubric reviews and school visits

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### **Charter schools will:**

- Communicate with parents/families in the parents'/family's preferred language, and provide interpretation and translation services for families in need of such service regardless of the student's English proficiency regardless of the student's eligibility for ELD programming. This includes classroom, school-wide, and individualized verbal and written communication. (see the [US Department of Education Fact Sheet](#)).
- Progress monitoring (twice annually)
  - Teachers complete can-do indicators and enters the data into a Google form
  - Testing and assessment enter data into Vizlab and generates a communication for families that lives in IC Person Docs
  - CLDE team monitors data collection and updates the communication to families as needed
- Ensure charter school ELD teachers participate in all required ELD training. Additionally, charter schools have access to ELD training regarding the following: ELD programming and services, related services, identification of potential MLs, eligibility for ML services, assessments, access to language learning in the general education setting, co-teaching and redesignation.
- Ensure every NEP and LEP designated student receives direct and consistent ELD instruction by a certified and CLDE endorsed teacher. Students who are determined to be Fluently English Proficient(FEP) are formally monitored for two years and all other ML students are monitored through the MTSS process.
- Ensure adequate ELD staffing allocations to directly and consistently serve every NEP and LEP designated students. Recommended staffing ratio is 1 certified and CLD endorsed ELD teacher for every 40 students at the elementary level and 1:50 at the secondary level, and/or correspond to the number of sections of co-taught classrooms. If the recommended staffing ratio is not in place, charter school leadership will provide a justification of the ELD program, including successful student outcomes according to CDE's English proficiency trajectory, in the school compliance plan.
- Have access to the CLDE department leadership, and/or CLDE Coordinator, and/or Itinerant Teacher Leader consultation regarding compliance with federal and state laws and district procedural guidelines.
- Have Access to Title Funded testing, instructional materials and software unique to English Language Development programming services through the District Library Media Center.
- School CLDE staff designate students eligibility and communicates results to families
- 

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- School CLDE staff receives and reviews monitoring data from ELD teachers who monitor student progress for two years once students are redesignated (FEP monitoring of MY1 and MY2)

**Optional Additional Services:**

- ELD Teachers who provide direct instruction, co-instruction, or consultation to School classroom teachers.

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## **Attachment G**

### **Charter School and School District Services**

### **Gifted Education**

#### **Included Services:**

- Act as the administrative unit and provide GT identification determination.
- Access to the gifted education department for consultation regarding compliance with federal and state laws and district procedural guidelines.
- Access to formal and informal consultation on gifted services, related services, and identification/eligibility supporting the identified gifted learners' access to the unique curriculum of the charter school.
- Access to Gifted and Talented Advisor monthly meetings and related documents.
- Support compliance to all federal and state rules and district policy and guidelines for the identification of, planning for, and serving gifted learners, including but not limited to the ECEA, ESSA, Title II, BOE policy, DCSD Gifted Education Program Plan.
- Maintain the official gifted education record in the Frontline system. Provide assessment materials used for all gifted education evaluation/identification including universal screening. (i.e., CogAT, SIGS, Iowa Acceleration Scale, protocols used in identification in talent areas) \*
- Provide access to school accounts on assessment platforms that are used for testing.
- Access to all required gifted education training at the same cost as BVSD employees.
- Access to instructional resources and software that serves the unique needs of gifted learners through the District Media Center.

#### **Charter schools will:**

- Hire qualified staff to support the unique needs of gifted learners
- Comply with federal and state laws and district procedural guidelines.
- Coordinate and administer all aspects of the identification process.
- Collect and use a body of evidence of quantitative and qualitative data including cognitive, achievement, observation, and performance indicators.

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- Monitor the entry of all documents pertaining to a student's identification for gifted programming and Advanced Learning Plan (ALP) ensure timely uploads to Frontline.
- Develop and implement plans to serve gifted learners

**Optional Additional Services:**

**Not Included or Available:**

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## **Attachment G Charter School and School District Services Human Resources**

### **Included Services:**

#### **Human Resources**

ERP system basic functionality - employee record warehouse, Employee Self Service (ESS). The Colorado Department of Education (CDE) reporting, periodic questions and data review and submission, and EEO-5 reporting. All required employee data must be entered into the ERP system in accordance with the processes and standards established by HR.

School employees participate in the District's benefit programs including health insurance, dental insurance, and EcoPass. COBRA management for medical and dental insurance in accordance with applicable legal requirements shall be provided by BVSD's third party COBRA vendor.

#### **Recruiting:**

- Invitation to participate in district hosted job fairs
- Invitation to participate in external recruitment events that require the district to host charter schools (ie: CASE events)

### **Optional Additional Services:**

#### **Job Postings:**

To utilize the job posting system and associated resources provided by Human Resources, School will follow the HR designated process and directly enter all requests through the ERP system, including the following information:

- Posting Requirements: School shall provide a clear and complete job description for each position it seeks to post. Each job description must accurately reflect the duties, responsibilities, qualifications, and expectations of the position.
- Compensation and Benefits Disclosure: School shall provide accurate and up-to-date information regarding the compensation range and any benefits associated with posted positions.
- Compliance with Laws: School is responsible for providing information that ensures compliance with applicable federal, state, and local laws, including but not limited to employment and equal opportunity laws.
- Candidate Screening & Selection: The District is not responsible for

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screening or overseeing the School selection and hiring process.

District Sub Office:

- School has access to the district substitute teacher office, including the sub pool that can be contacted for day-to-day needs.
- BVSD Substitutes who work for School are paid by the District and then this cost is deducted from the monthly wire transfers from District to School.

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**Attachment G  
Charter School and School District Services  
Assessment and Program Evaluation**

**Included Services:**

**Assessment**

BVSD provides support to School in administering state- and district-required assessments. The required assessments\* include:

	<b>Grade(s)</b>	<b>State Statute (CRS)</b>	<b>Notes</b>
English Language Arts	Grades 3 - 8	§22-7-1006.3(1)(a)	Colorado Measures of Academic Success (CMAS)
Math	Grades 3 - 8	§22-7-1006.3(1)(a)	CMAS
Science	Grades 5, 8 and 11	§22-7-1006.3(1)(a)	CMAS
Social Studies	Grades 4 and 7	§22-7-1006.3(1)(a)	CMAS
9th grade Assessment Aligned with State Academic Standards	9th grade	§22-7-1006.3(2)(a)	PSAT 8/9
10th grade Assessment	10th grade	§22-7-1006.3(2)(a.5)	PSAT 10

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Curriculum-based College Entrance Exam	11th grade	§22-7-1006.3(2)(b)	Colorado SAT
English Language Proficiency  WIDA Assessments  *WIDA Assessments are Federal assessments, and are not part of the parent refusal process		§22-24-105	WIDA Screener Grades 1-12 (identification assessment)  WIDA-ACCESS (annual assessment)
Colorado Alternate Assessment (CoAlt)**	Grades 3 - 11	§22-7-1006.3(3)(c)	Alternate assessment for students with significant cognitive disabilities
Universal Screening Assessment (Gifted Identification)	Grade 2, 5 or 6	§22-20-204(2)	Cognitive Abilities Test (CogAT)
Early Literacy (READ Act)	Kindergarten - 3rd grade	§22-7-1205(1)(a) and §22-7-1209(1)(b)	mCLASS (or other approved interim READ Act assessment)

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Literacy for students on READplans	4th-12th grade		mCLASS for grades 4-5, CommonLit for secondary grades
School Readiness	Kindergarten	§22-7-1004(2)(a) and §22-7- 1014(2)(a)	TS GOLD - Assessment may be waived

\*\* This includes alternate state assessments, DLM and CoAlt, for students determined eligible for the alternate assessment according to the [CDE alternate assessment participation guidelines](#).

### State Testing

The District provides required accommodations training for state assessments and training to administer and process state assessments. Training opportunities are also provided to use the district-purchased data visualization system for analyses of state and district-purchased assessment results. The basic cost for assessment services includes accommodation, administration, and processing trainings and help desk support. Additionally, access to use the district-purchased data visualization system and training opportunities to use this tool are included in the base cost. The District does not provide stipends for Charter staff for implementing required testing, except potentially for ACCESS testing substitute support (subject to review and approval of specific requests).

In preparation for state testing, each charter school should review the latest online testing hardware and software requirements from CDE. Schools need to have an adequate number of devices that meet these requirements in order to give the online test(s) during the 3-week testing window. (Note: Student owned devices cannot be used for state testing.)

### Early Literacy (READ Act) Assessment and Data Submissions

All district schools are expected to comply with the requirements of the READ Act, including state data collections and submissions. The READ Act compliance cost is part of the service cost as are the assessment tools to the extent that the Charter school uses the assessment tool selected by the District.

All Charter schools must submit data for the following state collections and reports for the READ Act:

- [READ Data Collection for Per Pupil Funding](#)
- [READ Budget Submission](#)
- [READ K-3 Literacy Program Reporting](#)
- [READ K-3 Evidence-Based Teacher and Administrator Training Requirements](#)

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### **School Readiness Assessment**

Charter schools are responsible for meeting school readiness requirements. Charter schools with documented waivers from School Readiness Assessment (C.R.S. 22-7-1014(2)(a)) for administering this assessment will not be charged additional costs.

### **Unified Improvement Plan**

The Assessment and Program Evaluation Department communicates with all charter schools regarding the Unified Improvement Planning (UIP) process and any yearly changes to the process that are mandated by the state. The Office of Strategic Partnerships, School Leadership team and the Academics Department provide support and consultation at a universal level to all charter schools inclusive of information and guidance with the Colorado Department of Education's Online UIP System, district-approved data visualization system and SchoolView. The District facilitates review and approval of charter unified improvement plans by the Office of Strategic Partnerships. District staff also facilitate approval of the plans by the Board of Education if required in the case of any charter schools with a plan type of Priority Improvement or Turnaround.

In the case of charter schools with a plan type of Priority Improvement or Turnaround or certain Federal ESSA identifications, more intensive targeted support is provided, including one-on-one meetings and UIP/data training with charter school staff; targeted communications with CDE staff regarding plan requirements and recommended revisions; and coordination of CDE resources. The Boulder Valley School District submits all UIPs regardless of plan type to CDE via their online system and for schools on Priority Improvement or Turnaround conducts continuous reviews and progress checks regarding their UIP implementation.

### **Data Visualization**

Data visualization is provided for a variety of statistics in addition to assessment results, including school enrollment, course enrollments, discipline, attendance, surveys and so on.

### **Research review**

BVSD staff reviews research proposals for studies that are to be conducted in the district.

### **Optional Additional Services:**

Alternative Education Campuses (AEC's) may apply to use additional, optional measures for state accountability. District staff support the use of measures if approved by the district and accepted by the state, but the school pays assessment costs, such as per student licensing, if any. District staff support AEC alternative accountability measure data submissions and documentation of school eligibility determinations, based on data gathered and/or documented by school personnel.

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## **Attachment G**

### **Charter School and School District Services**

### **Safety, Security and Emergency Services**

#### **Included Services:**

1. Emergency response to critical safety incidents and full lifecycle of emergency management. Access to online safety centric documentation and support, on-site safety and emergency management training of staff, site and building safety assessments, access to district-level training and tabletop exercises, and emergency drill data collection.
  - a. Standard Response Protocol (SRP) includes training of staff and students, digital materials for classrooms and common areas, and online training courses.
2. Consultation and guidance on various safety and security matters including but not limited to; sex offenders, threat assessments, suicide assessments, child abuse, Title IX, other public safety risk events, mandatory reporting procedures, bullying, child/parent custody, and trespassing issues.
3. Access to BVSDs Threat Assessment process and support team with documentation maintained in Frontline.
4. Access to "Vortex" training ( designed around all safety sensitive topics - TitleIX, Threat Assessments, Bullying, Discrimination, Title IX Legal updates etc.)
5. Emergency notifications to building Administration or designee from the Security Operations Center for incidents that may impact the normal operation of schools for potential safety concerns.
6. Maintain FCC licensing on radios used by Charters on BVSD's Mototrbo radio network. Provide programming of supported school radios. Maintain and support School Emergency Radio. Provide general support and review on security technology when requested.
  - a. *Charter school must provide infrastructure to join BVSD's Mototrbo radio network (base stations, repeaters, handheld radios, gateways and network equipment, as well as software and protocols that manage and facilitate data transmissions)*
7. BVSD's Security Operations Center (SOC) provides 24/7 coverage where schools have access to notifications and information 24-hours a day. The SOC provides assistance through radio communication via BVSD's Mototrbo network and telephone for emergency and non-emergency situations. They assist in Law Enforcement requests pertaining to health and safety issues related to students or staff during and after hours. The SOC utilizes security technology, where applicable, to assist/verify in a situation. The SOC will also liaise with first responding agencies, as appropriate and when necessary, at the onset of a crisis requiring their response.
7. Provide the services of a District Security Agent to conduct periodic campus

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- patrols, supporting the safety and security of students, staff, and visitors. Security Agents will also respond to requests for assistance as availability permits and in accordance with the priority level of each call for service.
8. Provide support from the District Reunification Team to assist in the development of the school's Student Reunification Plan. This plan will be aligned with district policies and local emergency management protocols. Support includes coordination with local law enforcement, emergency services, and district leadership to ensure the plan is fully integrated into broader emergency response plans.
  9. Participate in training, tabletop exercises, and full-scale drills to stay prepared for a range of scenarios (e.g., evacuations, lockdowns, natural disasters). Assist the school leadership in identifying primary and secondary reunification sites, including any necessary agreements, traffic flow plans, check-in/check-out stations, and security zones.
  10. School Safety Advocate (SSA): A School Safety Advocate (SSA) will not be assigned and dedicated only to the school; however, the school receives occasional support when needed. Support might include responding to a threat; conducting threat assessments; and supporting the school staff with emergency planning.

**The following items are excluded from the scope of security services provided to Peak to Peak Charter School and, if requested, shall be funded solely at the expense of Peak to Peak Charter School or through other district provided service areas:**

- Radio Communication Infrastructure: Installation, licensing, or maintenance of infrastructure required to join BVSD's Mototrbo radio network.
- Security Hardware: Installation, maintenance, or replacement of physical security infrastructure, including but not limited to:
  - Interior and exterior door locks, Intercom phones, Security cameras, Card readers and associated electrified locksets, Panic buttons, PA/intercom systems.
- System Integration: Infrastructure required to integrate with BVSD's Security Operations Center (SOC), including remote lockdown capabilities, alarm monitoring, or system automation.
- Emergency Systems and Upgrades: Any upgrades or replacements of existing security hardware or technology, including those related to system life-cycle management.
- Facility Modifications: Structural or facility modifications required to support security system installation or upgrades.
- Dedicated On-Site Security Staff: The placement of full-time, on-site security personnel is not included.

#### **Optional Additional Services:**

##### **Shared School Safety Advocate Program**

Program provides daily contact in person or through available forms of electronic

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communication, provides education and counseling to students in school behavior on law enforcement matters, acts as liaison between law enforcement and BVSD coordinating matters of mutual law enforcement concern. Create an open uninhibited environment of discussion geared to understanding and respect for each other. Investigate law enforcement and public safety issues while on campus.

Key responsibilities of a dedicated School Safety Advocate (SSA) include the following:

1. Support the enforcement of school policies and procedures to promote a safe and orderly environment, as well as assisting administration in addressing student behavior in a proactive manner. The SSA also plays a critical role in reducing unnecessary law enforcement referrals by helping resolve issues that are more appropriately managed within the school setting.
2. Coordinates security operations, drills, exercises, and protocols for all grade levels, and support departments within their designated feeder group.
3. Conducts internal investigations in collaboration with school administration and document incidents involving violations of law, policy, or other safety- and security-related incidents within or against the District. Reduces the need to refer student behavioral issues to law enforcement through the use of restorative practices.
4. Partners with school administrators to develop and maintain positive relationships with students and staff, fostering an environment of collaboration and support for the safety of all Boulder Valley School District campuses. Work with the student body to foster an atmosphere of student safety and self advocacy. Maintains liaison with police, fire and other agencies to ensure appropriate use of resources in order to provide safety and maintain a high level of emergency preparedness.
5. The assigned SSA will rotate duties among several schools throughout each day.
6. The assigned SSA may support with monthly drills and table top scenarios (potentially including staff and high school students, as recommended).

This Attachment G is intended as guidance that is updated regularly to reflect changes in law and practice, and does not contain independent enforceable terms of this contract.

## Attachment H

Contact Information
<b>School Name:</b> Peak to Peak Charter School
<b>School Address (mailing):</b> 800 Merlin Dr. Lafayette, Colorado 80026
<b>Charter School Waiver Contact Name:</b> Jennifer Klein or Jennifer Douglas
<b>Charter School Waiver Contact Phone Number:</b> 303-453-4600
<b>Charter School Waiver Contact Email:</b> <a href="mailto:jennifer.klein@bvsd.org">jennifer.klein@bvsd.org</a> or <a href="mailto:jennifer.douglas@bvsd.org">jennifer.douglas@bvsd.org</a>
<b>Authorizer Waiver Contact Name:</b> Bianca Gallegos
<b>Authorizer Waiver Contact Phone Number:</b> 720-561-6062
<b>Authorizer Waiver Contact Email:</b> <a href="mailto:bianca.gallegos@bvsd.org">bianca.gallegos@bvsd.org</a>

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

### Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

#### **C.R.S. § 22-9-106: Local Board Duties Concerning Performance Evaluations**

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

**Rationale:** The School and its Principal or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have an Administrative License certificate, this should not preclude him or her from administering the

**NOTE:** June 17, 2025 Both parties agree that Attachments F and H are not yet in final form and will be subject to additional revisions and mutual agreement by the parties prior to being finalized.

evaluations under the direction of the Principal. Additionally, the School will not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(I), but will still report on in-field/out-of-field.

**Replacement Plan:** Instead, the School uses its own evaluation system. The School's evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained in this evaluation system and the methods used for the School's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 *et seq.* The School will not be required to report its teacher evaluation data through the TSDL collection; however teacher performance data will be reviewed by the School and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5 as this is a nonwaivable statute.

**Duration of Waivers:** The waiver will extend for the duration of the contract.

**Financial Impact:** Peak to Peak anticipates that the requested waivers will have no financial impact on the authorizer or the school.

**How the Impact of the Waivers Will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

**Expected Outcome:** This waiver will enable Peak to Peak to implement its program and evaluate its staff in accordance with its educational program.

#### Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

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

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

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

**Rationale:** The school days for the school year and the School's total hours of instructional time will meet or exceed the requirements of state law. The School will prescribe the actual details of its own school calendar and daily schedule to best meet the needs of its students.

**Replacement Plan:** the School will have a calendar that may differ from the rest of the schools within the District. The School will also be responsible for determining the occurrence of parent-teacher conferences, staff in-service hours, and school closings deemed necessary for the health, safety, or welfare of the students. The final calendar and the School's daily schedule will be approved by the School's Board of Directors. To the extent possible, the School will endeavor to develop a calendar that aligns with the District calendar.

**Duration of Waivers:** The waiver will extend for the duration of the contract.

**Financial Impact:** Peak to Peak anticipates that the requested waivers will have no financial impact on the authorizer or the school.

**How the Impact of the Waivers Will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

**Expected Outcome:** As a result of this waiver, Peak to Peak will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

**C.R.S. § 22-63-201 Employment - License Required - Exception**

**Rationale:** Peak to Peak should be granted the authority to hire staff, including teachers and principals, that will support the School's goals and objectives.

**Replacement Plan:** The School will seek to attract administrators and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. Teachers will meet any applicable requirements set forth in the Colorado state ESSA plan meaning endorsement on a Colorado teaching license; holding at least a BA or higher in the relevant subject area; completing 36 semester credit hours in the subject matter in which s/he teaches; or passing a State Board approved content exam in the relevant subject area. The School will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the School to be able to hire qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of the School. All employees of the school will meet applicable fingerprinting and background check requirements. Special Education Teachers will hold the requisite state license and endorsement. The School will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived) or any other requirements promulgated by CDE.

**Duration of Waivers:** The waiver will extend for the duration of the contract.

**Financial Impact:** Peak to Peak anticipates that the requested waivers will have no financial impact on the authorizer or the school.

**How the Impact of the Waivers Will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

**Expected Outcome:** As a result of this waiver, Peak to Peak will be able to operate in accordance with its own program and hire staff that best fit the school's design.

**Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan**

**C.R.S. § 22-63-202 Teacher Employment, Contracts in Writing-Duration-Damage Provision**

**C.R.S. § 22-63-203 Probationary Teachers-Renewal and Non-renewal of Employment Contract**  
**C.R.S. § 22-63-205 Exchange of Teachers - Exchange Educator Interim Authorization**  
**C.R.S. § 22-63-206 Transfer of Teachers**

**Rationale:** The School should be granted the authority to develop its own employment agreements and terms and conditions of employment. The School will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful at the School. Peak to Peak requests the authority under the Charter School Agreement to select its own teachers.

**Replacement Plan:** All teachers of the School will be employed on an at-will basis. As a result of these waivers, the School will be able to employ professional staff possessing unique skills and/or background, filling all staffing needs. The School expects that as a result of this waiver it will be able to manage its own personnel affairs.

**Duration of Waivers:** The waiver will extend for the duration of the contract.

**Financial Impact:** Peak to Peak anticipates that the requested waivers will have no financial impact on the authorizer or the school.

**How the Impact of the Waivers Will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

**Expected Outcome:** The school expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

**Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan**

**C.R.S. § 22-7-1014(2)(a) Kindergarten Readiness**

**Rationale:** Peak to Peak is responsible for its own curriculum and assessments to ensure that students are achieving and growing at an appropriate rate in order to achieve the college preparatory vision and mission of the school. The domains of physical well-being, motor development, social-emotional development, language and comprehension development, cognition and general knowledge in math and literacy have been and are being assessed daily through the use of existing curriculum and assessments. Support is readily available through numerous sources that meet the spirit and intent of the School Readiness and Assessment law.

Peak to Peak will not participate in state reporting since the school will be using its own school readiness assessments. Peak to Peak's readiness data will not be generated in the same manner as the school readiness data generated by a State-Board-approved school readiness assessment.

**Replacement Plan:** Peak to Peak's curriculum and assessments are addressed through school performance measures defined in the School Accountability Reporting Act and included in the Charter School Agreement. Additionally, using its own internally-developed measures, Peak to Peak will assess each component of school readiness that is defined in statute as follows:

Within the classrooms, teachers use multiple assessments for students addressing a variety of domains. Using developmentally appropriate methods, research-based benchmarks, and individualized goal setting, teachers aim to assess and then teach to those needs. Peak to Peak uses a combination of computerized adaptive testing (i-Ready Reading and i-Ready Math), verbal 1:1 assessments (school-developed standards-based math test, Running Records using Fountas/ Pinnell Levels, language screeners, letter-ID, sound-ID, Orton-Gillingham screeners, math screeners, SEL screeners), anecdotal observations (memory tasks, classroom performance, small group instruction for math/ reading/ writing, participation and achievement in science, social studies, social-emotional learning program, friendship development, school-wide behavior program, DRDPK Observation Worksheets), and other formal and informal testing as recommended by approved curriculum sources and research-based instructional methods.

Peak to Peak will administer these school readiness assessments (DRDP-K Rubric and i-Ready Reading & Math), which are research-based, valid and reliable, within the first 60 calendar days of the school year. The school will develop individualized readiness plans informed by the school readiness assessment data for all kindergarten students. The results of the school readiness assessments will not be used to deny a student admission or progression to first grade.

1. Physical well-being and motor development will be measured through the DRDPK rubric within the first 60 days of school, and additionally in physical education coursework through specific and measureable assessments related to kindergarten standards. Records are kept of each student's ability to perform various motor activities, and growth is measured from beginning of year to end of year. Classroom teachers regularly conduct guided recess observations, noting student who need additional supports or development. Additionally, classroom tasks such as handwriting, shoe tying, and school-wide movement exercises provide opportunities to assess and document needs and strengths. Physical well-being is equally observed and attended to, with teachers instructing and reinforcing skills such as proper care of germs, hygiene, and other age-appropriate tasks. Physical skills and well-being are one category of record on the school-developed progress report used a minimum of three times per year, and a part of the parent-teacher conference checklist used twice per year.
2. Social and emotional development are key parts of Peak to Peak's elementary education program. These skills will be measured through the DRDPK rubric within the first 60 days of school. Additionally, each day, kindergarteners participate in a minimum of 15 minutes of social-emotional instruction and practice as a class, using the In Focus program as the main guide. Teachers use daily mini-assessments to observe or collect data from students. Weekly themes provide guided topics and questions for determining mastery of skill in students. Three main unit categories are spread across the year, and at the end of each unit contain assessment points and checklists for teachers to use to assess each student. These strengths and needs are communicated to parents as part of the parent-teacher conference checklist twice per

year, and included in the school- developed progress report used a minimum of three times per year, with approximately five benchmark points rated.

3. Language and comprehension development are priorities in kindergarten. Each student is assessed before school begins using state-required tests (i- Ready Reading), as well as school-based measures such as Running Records, letter/ sound assessment, and other formalized testing. These tests are repeated at middle of year and end of year checkpoints. Students are formally tested a minimum of once per month on reading levels including fluency and comprehension. Additionally, weekly sight words are assessed in small groups and recorded to show progress and growth. Curriculum-based measures, as well as school-developed screeners, are used as an additional piece of information. Parents receive updates on reading levels, sight word mastery, and other language skills approximately once per month in a combination of academic updates, parent-teacher conferences, and report cards. Four times per year parents receive a report of 11 reading and language development benchmarks. Teachers use Orton-Gillingham screeners to assess students, and apply strategies from that methodology to assist in teaching students. Oral language and written language skills are also assessed through observations, formal tests, and work samples. These are provided to parents at parent-teacher conferences twice per year, and report cards three times per year. Peak to Peak participates in state Access testing for English language development, and teachers use the WIDA framework for observations and targeted skill development.
4. Cognitive and General Knowledge in math and literacy are areas that address multiple other learnings and expectations. Math assessments measure ability to think, reason, and demonstrate number sense and numerical knowledge. Peak to Peak administers specific assessments at the beginning, middle, and end of year. i-Ready Math is used during these times to help in assessing overall math sense and cognitive reasoning. Additionally, school- developed and curriculum-based assessments are given, specific to math benchmarks and expectations listed in state standards. Scores and growth progress are discussed during parent-teacher conferences twice per year, report cards three times per year, and school-developed progress reports listing approximately 14 skills. Other General Knowledge assessments are given through the instruction of science and social studies. FOSS kits are used regularly and assessments are given through that program measuring abilities such as: think, reason, explain, hypothesize, revise. Each module contains assessments that give formative and summative information to teachers about student learning. Observations are used in addition to formalized assessments measuring Cognitive and General Knowledge performance. Information is shared at a minimum during parent-teacher conferences twice per year and on extended report cards three times per year. School-developed assessments of skills such as students memorizing address and phone number, or demonstrating patterning and connection making, are used at least monthly. Daily routines of calendar, class meeting, journal entries, peer discussions, and oral language activities provide specific opportunities to observe and make note of needs and strengths in these areas. The DRDPK Observation Worksheets provide guidance on specific areas to observe and report.

For each kindergartner, parent-teacher conferences twice per year include reports on social-emotional achievements and needs, motor abilities- both gross motor and fine motor performance, reading and language achievement and growth, math achievement and growth, general knowledge and cognitive processing. Additionally, it has long been a practice of Peak

to Peak Kindergarten to set goals collaboratively with parents/guardians for each individual student based on needs addressed through these updates. Academic updates are sent home regularly, and report cards sent home three times per year include an extra school-developed progress report with extensive information on the above areas, including and extending beyond domains described in CAP4K. The development of School Readiness Plans for each individual child will continue during parent-teacher conferences held in the first trimester of each school year.

In lieu of participating in state reporting, Peak to Peak will keep trend information on file that can be used to inform a continuous improvement process for the school as it relates to supporting students with school readiness success.

### **PLAN FOR INTERVENTION**

Peak to Peak Elementary uses a robust MTSS (multi-tiered system of supports) structure to organize and provide intervention for students. Beginning-of-year ' assessments administered to all students flag students who may be in need of additional supports. Screeners are administered in reading, math, physical education, and general classroom functioning for students that do not perform as expected at the beginning of year. Based on the scores of these screeners, students are placed into flexible reading intervention groups, math intervention groups, behavior or social- emotional groups, and additional groups as needed. Reading and math groups typically meet 4-5 days a week; behavior, social-emotional, and other groups typically meet 1-2 days a week. Targeted groups are taught by either classroom teachers or specialized interventionists. All Intensive groups are taught by specialized interventionists (different than classroom teachers), providing targeted and intensive instruction related to areas of identified need. The groups are consistently monitored for progress, and changes are made in and out of intervention as classroom performance and intervention progress indicate would be appropriate.

Peak to Peak uses research-based and approved resources to provide interventions, such as Orlon-Gillingham (reading), enVision In Focus Math System (math), Zones of Regulation (behavior), Well Managed Schools (behavior), school-developed or district- recommended resources, and other recommended strategies as needed. Progress monitoring occurs through the specific programs, in combination with other benchmark tests described in the assessment section. Additionally, AIMSweb probes are administered to intervention students or other students performing below grade level in the areas of reading, writing, and math.

**Duration of Waivers:** The waiver will extend for the duration of the contract.

**Financial Impact:** Peak to Peak anticipates that the requested waivers will have no financial impact on the authorizer or the school.

**How the Impact of the Waivers Will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

**Expected Outcome:** The school expects that, as a result of this waiver, it will be able to provide appropriate assessments and support to ensure student success in higher levels of learning in all academic content areas.

### **Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan**

**C.R.S. § 22-32-109(1)(b) Local Board Duties Concerning Competitive Bidding**

**C.R.S. § 22-32-110(1)(y) Local Board Powers-Accepting Gifts, Donations, and Grants**

**Rationale:** In order to manage its own budget and finances, the school must be granted the authority to develop its own financial policies and practices.

**Replacement Plan:** The School will be responsible for determining whether or not to accept gifts, donations and grants, in accordance with the charter contract, applicable district policies, and its own policies and best practices.

Additionally, the School is in the best position to know what goods and services are needed and which vendors and providers may be available. The School is responsible for establishing procedures for competitive bidding, as required by applicable law, district policies, and the charter contract, and for selecting successful bidders on projects/contracts.

**Duration of Waivers:** The waiver will extend for the duration of the contract.

**Financial Impact:** Peak to Peak anticipates that the requested waivers will have no financial impact on the authorizer or the school.

**How the Impact of the Waivers Will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

**Expected Outcome:** The school expects that, as a result of this waiver, it will be able to manage its own financial affairs.

#### **Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan**

##### **C.R.S. § 22-32-120 Food Services-Facilities**

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

**Replacement Plan:** Peak to Peak provides students a lunch program in its own facility and students, other than high school juniors and seniors that meet specified criteria and have obtained parental permission to leave campus during the lunch period, are required to stay on school premises during the lunch period. Peak to Peak will comply with any applicable requirements for School Food Authorities or participating in any state or federal school food programs, if it participates in those programs.

**Duration of Waivers:** The waiver will extend for the duration of the contract.

**Financial Impact:** Peak to Peak anticipates that the requested waivers will have no financial impact on the authorizer or the school.

**How the Impact of the Waivers Will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

**Expected Outcome:** The school expects that, as a result of this waiver, it will be able to manage its own school food program.