Charter School Renewal Contract
between
Adams 12 Five Star Schools
and
New America School – Thornton

July 1, 2025 – June 30, 2027

Attachments

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CHARTER SCHOOL RENEWAL CONTRACT

This Charter Renewal Contract, made this 5th day of June, 2025 and effective July 1, 2025 ("Contract" or "Agreement"), is between **Adams 12 Five Star Schools** (the "District") and the **New America School** ("Network"), a Colorado non-profit corporation, for the operation of **New America School – Thornton**, a public charter school (the "School").

1.0 Introduction and Recitals.

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

WHEREAS, pursuant to the Charter Schools Act, the District's Board of Education (the "Board") adopted a Resolution on February 21, 2018, approving the School's charter school application and granting the School a charter with conditions; and

WHEREAS, on February 15, 2023, the Board adopted a Resolution renewing the School's charter for a two year renewal term with conditions expiring on June 30, 2025; and

WHEREAS, on February 5, 2025, the Board adopted a Resolution approving the renewal of the School's charter for a two year term with conditions as specified in Attachment 11 and incorporated herein by reference;

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

2.0 Establishment of School.

2.1 Term.

This Contract is effective as of July 1, 2025 and shall continue through June 30, 2027.

Although this Contract is for operation of the School for two (2) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current fiscal year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2 Charter School Legal Status.

The New America School is incorporated as a Colorado non-profit corporation and operates a network of charter schools, including New America School - Thornton. The Network shall at all times continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with all applicable federal, state and local laws, as well as its articles of incorporation and bylaws.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 5.5 of this Contract. Further, the School is a public entity within the meaning of C.R.S. § 24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. § 24-6-402(1)(a), and therefore subject to the Sunshine Law and the Open Records Act.

3.0 District-School Relationship.

3.1 District Rights and Responsibilities.

A. Right to review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations, and District policies and regulations. All records established and maintained in accordance with the provisions of this Contract, District policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA"). Records include, but are not limited to, the following:

i. School records including but not limited to student cumulative files, policies, special education and related services;
ii. Financial records;
iii. Educational program, including test administration procedures and student protocols;
iv. Personnel records, including evidence criminal background checks have been conducted;
v. School's operations, including health, safety and occupancy requirements; and
vi. Inspection of the School facility(ies).

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

B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification shall be made within five (5) days of its receipt by the District and shall include information about the substance of the complaint taking into consideration any complainant's request for anonymity. Upon receiving any complaint about the School, the District shall encourage the complaining party to make the complaint directly to the School, unless the complaining party has already exhausted the School's complaint process.

C. School health or safety issues. The School shall utilize and follow the District's current school crisis plan, the District's emergency response policy, the District's visitor management system, and the District's threat assessment management system. The School shall conduct emergency response training in coordination with the District's security department. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety. The School shall purchase and maintain a radio that is compatible with the District's emergency radio system and shall notify the District as soon as reasonably possible when a health or safety incident occurs at the School, to ensure communication and coordination between the School, the District and health and safety personnel. The School shall be responsible for its own fire and lockdown drills in accordance with applicable state law and District policy.

Further, the parties shall work collaboratively to assure that an appropriate arrangement is made for school security and safety purposes, such as a patrol presence in the School's vicinity during school hours.

D. Access to data and information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, School Performance Framework, Elementary and Secondary Education Act ("ESEA") school improvement status, Adequate Yearly Progress, accreditation, special education, and funding information.

E. Accreditation data and process. No later than five (5) business days following the receipt of the information, the District shall provide to the School the data used by the Colorado Department of Education (CDE) to conduct its analysis of the School's performance and the CDE's initial

recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it deems valid to the Department. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement and the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract.

Further, in addition to, and notwithstanding any inconsistent or conflicting provisions of, this Agreement, the School shall:

i. Submit to the District and execute a plan to maximize the effectiveness of its local School Accountability Committee ("SAC"), which shall exercise all of the powers and duties set forth in law under C.R.S. § 22-11-401, *et seq*.
ii. Not spend additional local revenues authorized pursuant to C.R.S. §§ 22-54-107.5, 22-54-108, and 22-54-108.5 or proceeds from bonded indebtedness incurred pursuant to C.R.S. § 22-42-101, *et seq.* that are allocated for a school authorized by one authorizer to support a school authorized by a different authorizer.
iii. Submit to the District an annual audit including notes and required supplementary information of the School's local charter school campus in addition to the annual audit of the charter school network.
iv. At the conclusion of the audit, submit to the District an electronic data file (trial balance) in compliance with the state chart of accounts generated from the annual audit which uses modified accrual basis of accounting for governmental funds and accrual basis of accounting for proprietary funds.

F. Access to student records. The School shall timely make available to the District cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The parties shall use such information exclusively for fulfillment of their educational responsibilities, their responsibilities pursuant to this Contract, or for compliance with the law and shall not use student information acquired from the other party for any other purpose.

G. Data systems. The School agrees to and shall use the District's designated student information systems. The School will maintain complete, timely and accurate data in the District's designated student information systems as necessary for the District's compliance with state and federal law, including without limitation any provisions for timely and accurate data reporting. Although subject to change, the District's information systems will generally include student information systems as well as systems for the tracking of students with disabilities, gifted and talented students, Multilingual Learners, students with READ Act plans and students with behavior plans. The direct costs for the School's use of the District's designated student information systems are described more specifically in Attachment 10.

3.2 School Rights and Responsibilities.

A. Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School shall ensure that records for students enrolling in other schools are transferred in a timely manner. The District shall ensure that records for students transferring from District schools to the School are transferred in a timely manner. Financial records shall be posted in accordance with the Financial Transparency Act and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

Pursuant to C.R.S. §22-32-110, the School may refuse to allow any student who completes graduation or continuation requirements to participate in any ceremony if the student has failed to return or replace any textbook or library resource prior to the ceremony date. The School should communicate and work with students and consult with the District before any such withholding.

B. Notification provided to the District.
   i. Timely notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
      a. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
      b. Any complaints filed against the School by any governmental agency.
   ii. Immediate notice. The School shall immediately notify the District of any of the following:

a. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements or policies, or federal, and/or state law;

b. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility;

c. The arrest, dismissal, or resignation of any members of the School's Board or any School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Additionally, the School shall follow all reporting regulations as required in C.R.S. § 22-30.5-110.7(5)(a) & (b) and other relevant laws as required;

d. Misappropriation of funds;

e. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or

f. Any change in its network's corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.

C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5. The School's administrators shall attend relevant District administrator trainings to help ensure the School's compliance with its legal and District obligations. The School is responsible for conducting its operations in a manner consistent with Title IX and other applicable nondiscrimination laws. A list of some but not all, of the federal and state laws with which the School must comply are listed in Attachment 3. Lack of inclusion in Attachment 3 does not excuse noncompliance or non-performance by the School.

D. Reports. The School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) business days after the date due is a material violation of this Contract, and the District may take actions outlined in this Contract or as otherwise permitted by law.

i. Unique School Objectives. The School shall annually provide the District with a report no later than August 31 identifying the

progress that the School has made on each of its unique objectives included in Section 7.1 during the prior school year.

ii. Required financial reports in addition to posting required financial transparency on-line in accordance with C.R.S. §22-44-301, et seq. (including budget and CDE-18).
   a. Proposed Budget – May 15.
   b. Preliminary enrollment projection – December 1.
   c. Final enrollment projection – February 15.
   d. Charter Board approved budget – June 30.
   e. Quarterly financial reports – within 15 days of the close of the quarter. Monthly financial reports may be requested by the District.
   f. Annual audit – September 26.
   g. Electronic data file (trial balance) – September 26.
   h. Additionally, the audit for the prior fiscal year of the School-affiliated Network shall be due to the District by May 15.

iii. School calendar – April 1 before the next school year.

iv. Health and safety information including report of previous year's fire and emergency drills and updated emergency plans, emergency contact information. – August 15.

v. Governance information.
   a. Network Board membership (i.e., names/ contact info, terms and signed Board Member Certification Forms) – July 1.
   b. Signed Board member conflict of interest disclosures – July 1.
   c. Current bylaws – within ten (10) business days after any material changes.
   d. Current articles of incorporation – within ten (10) business days after any material changes.

vi. Insurance certification – July 1.

vii. Proof of licensure or certification for all applicable employees – prior to or immediately upon hire.

viii. CDE Data Pipeline reports – ongoing and regularly, and under no circumstances later than 5 business days before any such report is due to CDE from the District.
   a. Snapshots
   b. Year-Round Collections
   c. Periodic Collections
   d. Financial reporting (due with annual audit)

ix. A copy of the School's current recruitment and enrollment plan required per Section 6.2, and evidence of reasonable progress towards the required goals, including student diversity and the percentage of enrolled students eligible for free or reduced lunch programs - July 1.

x. Per C.R.S. § 22-32-109.1, the School shall comply with the Colorado Safe Schools Act and complete the required information annually by August 31. The School shall submit the information to the individual or office designated in advance by the District. The District will be responsible for communicating the information to local responders.

E. Indemnification. To the extent permitted by law, the School agrees to indemnify and hold the District and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the School or its respective employees, directors, officers, agents and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law.

F. Procedures for articles of incorporation and bylaws amendments. The Network shall follow any requirements of the Colorado Revised Non-Profit Corporations Act in amending its articles of incorporation and bylaws and shall provide the District with notice of any such changes. The bylaws or policies of the Network shall include a requirement that each Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in Attachment 4.

G. District-School dispute resolution procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.

ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Article and Section of the Agreement that is in dispute and the grounds for the position that such Article and Section is in dispute. The matter shall be immediately submitted to the School's network Superintendent and Lead Administrator of the School, and the Superintendent of the District and President of the District's Board of Education, or their respective designees, for further consideration and discussions to attempt to resolve the dispute. If negotiations fail to resolve the dispute, then the District and the School shall engage in mediation with a mediator mutually agreed to by both parties.

H. School violations of law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

i. The District may withhold up to 10 percent of the funds due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include but are not limited to failure to submit reports listed in Section 3.2.D by the established deadlines, submitting reports in an incorrect format or with errors that cause the reports to be ineligible for submission or rejected, failure to submit other required information or records by the date requested, or failure to submit a budget to the District that meets the requirements of Section 8.3. The District may withhold such funds only until such time as the School remedies the situation, Any action taken pursuant to this subsection is subject to review as provided in C.R.S. §22-30.5-112(8).

ii. The District may require the submission of a plan to remedy the deficiency. The School shall develop the plan and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

iii. The District may require the School to seek technical assistance from the CDE or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.

iv. The 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, as defined therein.

I. Procedural guidelines for School violations of law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701, *et seq.*, the District shall, to the extent practicable, engage in a due process procedure below.

i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.

ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the Lead Administrator of the School or designee shall be given an opportunity to meet with the Superintendent of the District and the President of the District's Board of Education or their designees to discuss the notice within five (5) business days.

iii. If the breach is not cured within the time specified in the notice, the District may apply remedies described in Section 3.2(H) (i) through (iv).

J. District violations of law or this Contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate dispute resolution procedures in accordance with Section 3.2(G), file an appeal with the State Board of Education, or seek other remedies provided by law.

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

4.0 School Governance.

4.1 Governance.

The Network's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The Network Board's policies shall provide for governance of the operation of the School in a manner consistent with this Contract. The Network Board of Directors shall be the final authority on all matters related to the school, unless specifically noted to the contrary herein. The Network's Board shall operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body shall be made in accordance with the procedures described in Section 3.2 of this Contract.

4.2 Corporate Purpose.

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

4.3 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy. The School shall ensure that means of contacting the Charter Board is available on the School's web page.

4.4 Complaints.

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Charter Board, not the District's Board of Education. The Charter Board shall issue a written decision on any such administrative appeal.

4.5 Contracting for Core Educational Services.

The School shall not have authority to enter into a Contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses, to the extent otherwise permitted by law.

5.0 Operation of School and Waivers

5.1 Operational Powers.

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

5.2 Transportation.

The School shall provide transportation services, if any are legally required, to students attending the School. This includes any transportation provided as a related service to students with disabilities in accordance with their Individualized Education Programs (IEPs). Such transportation services shall be arranged in coordination with the District so that the most financially and practically efficient decision can be made. The School's financial responsibility for such transportation services coordinated through the District shall be in accordance with the schedule of fees attached hereto as Attachment 10.

5.3 Food Services.

The School shall be responsible for providing food services, if any, to students attending the School in accordance with C.R.S. § 22-32-120. If the School provides food service, it shall implement a program to provide free and reduced price meals to qualifying students (through utilization of the CDE Family Economic Data Survey if appropriate) that attend the School.

5.4 Insurance.

The School shall purchase insurance protecting the School and its Board, School employees, and School volunteers, and District where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School shall also purchase statutory workers' compensation insurance coverage and shall name the District as an additional insured. Minimum coverages for the current school year are listed below:

Comprehensive general liability - $2,000,000 per occurrence/$5,000,000 aggregate.
Officers, directors and employees errors and omissions - $2,000,000.

Property insurance - As required by landlord.
Motor vehicle liability (if appropriate) - $1,000,000.
Bonding (if appropriate).

Minimum amounts: $25,000.Maximum amounts: $100,000.
Workers' compensation - (as required by state law).
Bus Transportation liability (if applicable, and as required by state law).

The District shall provide at least sixty (60) days' prior written notice if coverage limits are changed. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII ." Non-rated insurers must be approved by the District. Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District.

The School shall provide certificates of insurance to the District's Risk Manager by July 1, annually. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the District's Risk Manager. The School shall notify the District's Risk Manager within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

5.5 Waivers.

A. General. In general, waivers are neither necessary nor appropriate when a statute, rule or policy by its express terms does not apply to a charter School, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute, rule or policy arguably applies to the School and is inconsistent with the School's operational or educational needs.

B. State Laws and Regulations

i. Automatic waivers. Pursuant to C.R.S. § 22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. § 22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is not required to submit a replacement plan, or statement, to the CDE, to specify the manner in which the School intends to comply with the intent of the state statute or State Board rule.

ii. Procedures for additional non-automatic waiver requests. The District Board of Education agrees to jointly request waiver of the

state laws and regulations, in addition to those automatically granted, that are listed in Attachment 7. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.

iii. Subsequent waiver requests. The School may request additional non-automatic waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District's Board of Education at its next regular meeting. The District's Board of Education shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board if the District's Board of Education first approves the request. The District's Board of Education approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.

C. District Policies

i. Additional waivers. The School shall be granted certain waivers from District policies set forth in Attachment 8 to the extent permitted by state law.

ii. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District's Board of Education at its next regular meeting. The District's Board of Education shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

iii. For District policies that are not waived and are applicable to the School, decisions or processes required by District policy shall be handled by the School's equivalent administrator. For example, if the District policy requires a decision by the Superintendent, such decision shall be made by the School's Lead Administrator.

5.6 In the event the District develops new District policies or revises existing District policies that are applicable to the School, the School shall follow the new or revised District policy unless the School obtains a waiver of the new or revised District policy in accordance with this section.

5.7 Evaluations and Trainings.

A. Lead Administrator Evaluation. The School Board shall conduct a performance evaluation of the Lead Administrator at least annually.

B. The Lead Administrator or designee shall conduct performance evaluations of the School's employees at least annually.

C. Training. The Charter Board shall adopt a policy for its annual training plan. Further, Charter Board members will satisfactorily complete the online charter school governing board training recommended by the CDE, or comparable training, within a year of: (a) executing this Contract (for those members currently serving on the Board or provide evidence of prior completion); or (b) being seated on the Board (for all future Board members), whichever comes first. Failure to complete this requirement will be noted in the annual performance report compiled by the District, and the District may opt to treat such failure as a material breach of this Contract.

6.0 School Enrollment and Demographics.

6.1 School Grade Levels.

The School may serve students in grade 9 through grade 12.

6.2 Student Demographics.

As required by the Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), School enrollment decisions shall be made by the School in a nondiscriminatory manner. The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District, and has a diverse student population which includes, but is not limited to, making reasonable efforts to enroll a percentage of students who are eligible for free or reduced lunch and/or who are Multilingual Learners or students with disabilities, consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School. The parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in Attachment 9. The School shall document all evidence of said effort in its required recruitment and enrollment plan.

The School shall ensure that it is fulfilling its fundamental obligations to all students, and without limitation, by identifying and supporting students who may have demonstrated gifted and talented traits and characteristics. Evidence

of compliance would include:

A. A plan to identify and support Multilingual Learners, students with at-risk characteristics, and students who are at the secondary level. This plan would be turned in to the District for annual review.
B. A plan to provide services and supports for any students who are identified as gifted and talented. This plan would be shared with the District.
C. A budget aligned to support assessment, FTE, and supports and services for gifted and talented learners, and submitted to the District annually for review.

Further, the School shall ensure that it is fulfilling its fundamental obligations to all students by providing supports for its evening students in terms of special education services and opportunities, which are equal to the special education services and opportunities provided to students with disabilities who attend day classes.

And further, the School shall ensure that it is fulfilling its fundamental obligations to all students by continuing to staff its attendance liaison and its behavior specialist positions at a minimum of 1.0 FTE for each position.

6.3 Maximum and Minimum Enrollment.

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

6.4 Eligibility for Enrollment.

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

6.5 Enrollment Preferences, Selection Method, Timeline, and Procedures.

Enrollment preferences, selection method, timeline, and procedures are described in Attachment 9.

6.6 Process and Procedures for the Admission and Enrollment of Students with Disabilities with an IEP or a Section 504 Plan.

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

A. A two-step process shall be implemented when considering whether a student with a disability is able to enroll in the School. The two-step process includes an admissions phase of the process and an enrollment phase of the process. The School shall first conduct its admissions process, including any lottery or similar process, without inquiry into the disability status of students. Following the application deadline and upon completing the lottery if appropriate and application process, the School shall inquire during its enrollment process whether the student has an IEP or 504 Plan and require that the student/District provide the most recent IEP or Section 504 Plan, if any. Notwithstanding the foregoing, under no circumstances shall the School require, prior to completion of any lottery or admission process, disclosure of a student's IEP or Section 504 Plan.

B. When a student has an IEP or Section 504 Plan, prior to the decision to enroll the student, a screening team consisting of the School Principal or designee, the School special education coordinator, and the District's Director of Charter Partnerships or designee shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and shall make a determination whether the services and space and accommodations that can reasonably be made available at the School are sufficient to deliver a Free Appropriate Public Education ("FAPE") and any programming required by the IEP or the accommodations required by the Section 504 Plan. If the screening team cannot reach consensus that the student can be enrolled, an IEP team or Section 504 team shall be convened to make the final determination.

C. When a student has an IEP that indicates the student's placement is in a center-based program, the School Principal or designee, the School special education coordinator, and the District's Director of Charter Partnerships or designee will determine if the type of center-based program indicated by the services and placement on the student's IEP is available in the School and the staffing and resources are available in the building to provide the student with a FAPE as determined on the IEP. If the type of center-based program and/or staffing and resources are not available, the School's special education coordinator or designee shall convene an IEP Team meeting. The student's enrollment is contingent upon a determination by the IEP Team that the student can receive a FAPE in the least restrictive environment (LRE) at the School. If the IEP Team determines that FAPE is not available, the student's enrollment will be denied and the student's current

placement will remain as determined by the prior IEP Team unless changed at the School's IEP Team meeting. The School shall invite representatives of the student's prior school to participate in the IEP Team meeting at the School.

D. Enrollment of students with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is enrolled having an IEP or Section 504 Plan from the student's previous school shall be placed directly in a program that meets the requirements of the existing IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.

E. Chargeback for students with disabilities that return to the District. If, after enrolling a student, the School determines that it is unable to provide FAPE, the student may return to the District and the School shall be responsible for the actual costs incurred by the District in providing the student with FAPE for the remainder of the school year. Said chargeback provision shall also apply to the District, for any student enrolled at a District school, for whom the District determines it is unable to provide FAPE, and who then enrolls at the School for the remainder of the school year.

F. The School acknowledges and agrees that decisions related to any determination that the School cannot accommodate a student on either an IEP or Section 504 Plan must meet the relatively high standard that demonstrates that such accommodation would represent a "fundamental alteration" of the School's program, and that financial cost alone, or the fact that the student requires an accommodation or modification the School does not currently offer, is rarely if ever an acceptable basis for not providing such accommodation or modification.

G. Notwithstanding any School policy or procedure to the contrary, all denials of enrollment by the School of any student with an IEP or Section 504 Plan shall be in writing and copied to the District's Director of Charter Partnerships or designee.

6.7 Participation in other District Programs.

No student may be jointly enrolled in the School and another District school or program except as stated herein, otherwise allowed by and in accordance with District policy, or through a separate written agreement between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act.

6.8 Non-Resident Admissions and Enrollment.

Subject to its admission and enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless waived) and this Contract. If the School has more applicants than it has space, preference shall be given to those students who reside within the District. Once accepted for enrollment, a non-District resident student may re-enroll for subsequent school years until completing schooling at the School.

6.9 Student Movement after Enrollment.

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

6.10 Expulsion and Denial of Admission.

The School has adopted and may revise its own set of written policies concerning standards of student conduct and discipline and shall be granted a waiver from corresponding District policies 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 as set forth in C.R.S. §§ 22-33-105 and 22-33-106. In the event the School proposes to expel a student, it shall notify the District administrator responsible for student discipline within 5 school days of the decision to propose expulsion. The School shall offer the student in writing an opportunity for a due process hearing before a hearing officer, including the opportunity to present appropriate testimony and evidence at the hearing and an opportunity to appeal the School's decision to the School's governing board, all consistent with C.R.S. § 22-33-105. The School's governing board shall issue a written decision on any such appeal, copied to the District administrator responsible for student discipline. If a student is expelled from the School, the student will be considered to be expelled from the District as well.

Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the School. Any general education services or alternative education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. The School shall notify the student in writing of all legally required post- expulsion services and related information pursuant to C.R.S. § 22-33-203, and such notice shall be copied to the District Superintendent or designee.The School shall code all suspensions and expulsions in accordance with the District's practices for its student information system.

6.11 Continuing Enrollment.

Students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, voluntary withdrawal, court order, or IEP placement into a different school. Students wishing to transfer from the School to another school in the District may do so only as allowed by the District's within-District choice and transfer procedures.

6.12 Student Code of Conduct and Annual Notices.

The School shall make available to parents and students no later than the first day of each school year a student code of conduct that includes all notices and policies required by law to be shared with parents and students, including without limitation, non-discrimination notices consistent with the requirements of 34 C.F.R. Sections 100.6(d), 106.8, 104.8, 110.25, and 108.9, and 28 C.F.R. Section 35.106, which include (1) a statement by the School of non-discrimination that specifies the basis for non-discrimination; and (2) identification by name or title, address, telephone number and email address of the School employee or employees responsible for coordinating the School's Title IX and Non- Discrimination compliance efforts. All such notices shall be distributed and published in both English and Spanish, and otherwise communicated to parents in their preferred language as mandated by federal law. Notice of the contact information for the School's Title IX/Non-Discrimination coordinator(s) shall also be prominently displayed on the School's website.

7.0 Educational Program.

7.1 School Mission, Vision, Goals and Objectives.

The School shall meet or make reasonable progress toward its goals and objectives:

A. District accreditation. The School shall be accredited in accordance with written District guidelines and state law, and as otherwise provided pursuant to this Agreement. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

B. District finance, governance, and operations standards. The School shall meet or exceed District standards, if any, for charter schools in the areas of finance, governance and operations. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

C. Opportunity for comment. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above.

7.2 Educational Program Characteristics.

The School shall implement and maintain the characteristics of its educational program, subject to modification with the District's written approval.

7.3 GED and On-Line Programs.

The School's educational program as contained in the application and reviewed by the District does not include an on-line program pursuant to C.R.S. § 22-33-104.6, or a GED and the School is accordingly prohibited from offering such online or GED programs.

7.4 Curriculum, Instructional Program, and Pupil Performance Standards.

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any academic standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

7.5 Graduation Requirements.

The School shall develop and submit to the District for approval a policy setting forth its graduation requirements which shall align with state graduation guidelines, and which shall otherwise not be lower than the District's requirements.

7.6 Multilingual Learners.

A. Compliance. The School shall comply with the Equal Educational Opportunities Act, 20 U.S.C. § 1701 *et seq.* and provide all necessary and appropriate financial and other resources and support required to follow District policy, any future agreement or plan between the District and any state or federal oversight authorities concerning Multilingual Learners ("MLs"), and all applicable state and federal laws and regulations concerning the identification of and delivery of appropriate educational services to students who are MLs and parents who are limited English proficient, in order to enable them to acquire sufficient English language proficiency to participate in mainstream English language instructional programs.

B. Identification. As part of its enrollment procedures, the School shall conduct a WIDA Screener for all students flagged as "In-Question" for purposes of determining whether English language development services are necessary. Consistent with District procedures, the School shall submit the results of screeners to the District's Culturally and Linguistically Diverse Education Department. The School shall screen all students flagged as 'In Question' within 30 days from the first day of school and thereafter within 10 school days. The School shall be responsible to report to the District annually as referenced below on the progress of all identified ML students regarding achievement on annual measurable achievement objectives as assessed during the annual testing window established by the CDE. The District will provide access to all District-sponsored trainings regarding assessment and provision of English Language Development (ELD) services.

C. Monitoring, In furtherance of this section, the School agrees to comply, including without limitation the provisions regarding the delivery of ML instruction, training and qualifications of administrators and teachers, translation and interpreter services for Limited English proficient parents, provision of meaningful access for MLs to all curricular and extracurricular programs, provision of FAPE and mandatory ML services to dual identified MLs who have an IEP or Section 504 Plan, and monitoring of current and exited MLs and opt-outs. The School further agrees to allow the District to conduct on-site monitoring to ensure the School is in compliance with applicable legal requirements. Any non-compliance observed by the District will be reported to the School in writing. The School agrees to and shall remedy such non-compliance promptly. In no case may the School take more than 30 calendar days to remedy such non-compliance.

D. Remediation. Should the School fail to adequately remedy any non-compliance, the District may opt to draft a remediation plan designed to cure such non- compliance. The School shall immediately implement any remediation plan the District provides in its entirety. The School further agrees not to deviate from or suspend the remediation plan without first obtaining consent from the District. Consent from the District shall not be unreasonably withheld so long as the School has shown that the remediation plan was effective in curing the non-compliance and the School has mechanisms in place, including without limitation changes to policies, procedures or instructional practices, sufficient to ensure that further non-compliance will not occur.

E. Failure to Comply. The School agrees and understands that any breach of this section 7.6 and the legal requirements subsumed therein, or encouraging parents to opt out of receipt of ML programming or otherwise dissuading parents from exercising their right to require that their student receive such services, will be considered a material breach,

and the District may take any steps necessary under the Contract to cure such breach, including without limitation requiring the School to undertake additional corrective action, or revocation or termination of this Contract.

7.7 Education of Students with Disabilities.

A. Compliance Requirements. The School agrees to comply with all District policies, the District's Special Education Comprehensive Plan, the State Performance Plan Indicators and the requirements of federal and state law concerning the education of students with disabilities. The School will provide a FAPE, including Section 504 accommodations and special education and related services to eligible students with disabilities enrolled in the School, at a level consistent with other schools in the District serving the same grade levels.

A description of the special education services to be provided by the District and their cost is set forth below, including in Paragraph 7.7.H. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, the responsibility and costs for providing such transportation shall be the sole responsibility of the School, unless determined otherwise in accordance with the Individuals with Disabilities Education Act, 20 U.S.C.§§ 1400, *et seq.* ("IDEA") and other applicable laws. A District representative shall participate in any meeting in which the provision of transportation for a student with a disability enrolled at the School is being determined.

B. Monitoring. The School shall cooperate with the District in submitting all necessary reports and information and in meeting other administrative requirements of the District under state and federal laws applicable to the education of students with disabilities. The District's Director of Charter Partnerships or designee may monitor the School's compliance and direct such changes as necessary to comply with law or state or District policies concerning the School's referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities.

C. Admission and Enrollment of Students with Disabilities. The School shall follow the procedure described in Section 6.6 when admitting and enrolling students with disabilities.

D. Delivery of Special Education Services. Except to the extent provided otherwise in this Contract, the School shall solely be responsible for the costs of providing all IDEA and ECEA mandated services, including those

specialized instructional and related services required pursuant to student IEPs, the services, modifications or accommodations required by a student's Section 504 Plan and those services that are typically provided by general education teachers through the traditional educational program, including without limitation, the cost of the general education teacher and typical educational supplies and services generally made available to all students.

E. The School shall direct the development and/or modification of any IEP for students enrolled in the School. The District's Director of Charter Partnerships, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services as needed to ensure compliance with federal and State regulations. The School shall use District special education forms, software, and procedures and shall document compliance with the requirements of federal and State law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

F. Scope of Special Education Services.

i. All District schools, including the School, shall offer a continuum of special education services up to and including support services as may be required to provide a FAPE to students with disabilities. The School will provide special education and related services to students in all disability categories and across a wide spectrum of severity ratings who can receive a FAPE within the School's program, including but not limited to students identified with learning, speech language, emotional, and other needs.

ii. It is recognized that the School, like the District's other schools, may from time to time encounter students already enrolled who cannot receive an appropriate education in the School's program. For such students, the School shall notify the District's Director of Charter Partnerships or designee, and follow the procedures stated in 6.6(C). In the event the School enrolls a student and during the same school year it is thereafter determined that the student requires different or additional special education services than initially anticipated, including out-of-District / day treatment facility placements, the School shall be required to provide or arrange for appropriate services during the term of the student's continued enrollment in the School and to pay any attendant costs therefore except as may be provided by law.

iii. For out-of-District students who enroll at the School pursuant to open enrollment/choice, the School shall remain solely liable for all costs of providing educational services, including applicable transportation services, for the duration of the student's

matriculation through either the primary or secondary level, consistent with District policy. Further, the School shall be required to secure the attendance at all IEP meetings of a representative of the student's home district.

G. Special Education Personnel/Service Requirements.

i. The School shall provide all IDEA and ECEA required educational services at the School. The School's personnel shall be responsible for, without limitation, developing student IEPs; providing IDEA transition services for students ages 18-21, identifying and referring students as provided by the federal Child Find mandate and District guidelines for assessment of special education needs and determination of eligibility for special education services; maintaining records as required by law; providing related services and assistive technology as appropriate; providing tiered pre-referral interventions to the extent required by law or District policy; obtaining informed parental consent for initial evaluations, re-evaluations, and provision of services; providing parents with Procedural Safeguards Notices and Prior Written Notices; providing Extended School Year services; conducting manifestation determination reviews and functional behavior assessments, and preparing behavior intervention plans, as required by law or District policy; and properly carrying out the applicable requirements of each IEP. Special education and related services provided by the School shall be delivered by teachers, paraprofessionals, and related service providers who are properly licensed, endorsed and trained pursuant to the requirements of the State of Colorado, CDE, and the federal Every Student Succeeds Act ("ESSA").

ii. Upon request by the District, the School will provide all requested or appropriate documentation to demonstrate the licensure status of School personnel providing special education or related services and of independent contractors providing special education or related services, and, the training received by said personnel, and the steps taken by the School to comply with the requirements of the IDEA, Exceptional Children's Education Act, C.R.S. §§ 22-20- 101, *et seq.* ("ECEA"), and ESSA. The School shall promptly provide the District with documentation that updates this information during the course of the school year to the extent that it has changes in its personnel, independent contractors, or training for staff.

iii. The School is responsible for hiring or contracting all staff, including sufficient numbers of special education teachers and special education paraprofessionals) and services related to the provision of special education services. The District agrees to provide reasonable assistance when practicable to the School in recruiting qualified special education staff upon request.

iv. The School shall provide for the attendance of any School

employees who should be present at any meetings at which IEPs are developed or modified.

v. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.

vi. The School shall have access to and utilize District's special education / IEP software, at such cost as provided for under this Agreement.

H. District Administrative Support. Funding for District support shall be provided by the School pursuant to the terms of this Agreement, including as referenced in Attachment 10. Special education administrative support services provided by the District for the benefit of the School, include preparation of annual financial and operational plans to the CDE required by the District's status as special education administrative unit for the School; attendance by the District's Director of Charter Partnerships or a qualified District designee, as deemed appropriate by the District's Director, at IEP meetings for the School's students; attendance at the mandatory state meetings for administrative units; preparation of documentation required by the state and federal governments for receipt of ECEA and IDEA funding; assistance to the School in completing the annual December 1 count of students with disabilities; data entry of special education data into the student data management system; review and monitoring of the School's special education records; access at no cost to District assessment instruments preparation of all of the special education staff data required by the CDE, and routine consultation with the District's designated representative.

I. Excess Costs. Except to the extent the District has expressly assumed liability under this Contract for such costs, the School shall not charge or attempt to charge the District for excess costs, tuition, or any portion whatsoever of the costs incurred by the School in educating any student with disabilities, whether pursuant to C.R.S. § 22-20-109(5), or any other statute, except that the School shall be entitled to receive such per pupil and categorical special education funds as is otherwise provided for in this Agreement. To the extent the School seeks to obtain payment of any such costs from any other school district, the School shall be solely responsible for identifying and recovering such costs.

J. Special Education Claims and Reserve Account.

i. Administrative Proceedings. Subject to Section 7.7(J)(iii) below, the School shall be responsible for the administration and defense of all claims, including federal complaints and "due process" requests, made or filed by or on behalf of students enrolled, or who seek to enroll, in the School.

ii. Adjustment of Claims. The parties acknowledge that applicable law may be construed to charge the District with ultimate responsibility to ensure that students enrolled in the School are not discriminated against on the basis of disability and do receive a FAPE. Accordingly, the District shall at all times have the right to compromise, adjust, or otherwise resolve any complaint, claim, or civil action in which it is alleged that the School has failed to provide any student with a FAPE or has otherwise discriminated against any student on the basis of disability, or to direct the School to do so in a specified manner, after consultation with the School prior to any decision being finalized. The School shall be solely responsible for the cost of legal defense costs, any payment made, or services agreed to be provided to resolve any such complaint or claim, provided that the District shall consult with the School and consider the School's concerns and the unique characteristics of the School's educational program prior to any agreement requiring the payment of money or the provision of services in settlement of any such complaint or claim.

iii. Indemnity. The School shall indemnify and hold the District harmless from any claim, damages, or costs (including, without limitation, attorneys' fees, litigation costs, and the costs of compensatory education) and damages related to any claim, complaint, administrative proceeding, investigation, or civil action arising from or related to the School's identification, enrollment, or placement of, or the provision or failure to provide special education services, accommodations or modifications to any student who enrolls or has sought enrollment in the School. The School shall promptly notify the District whenever it knows or reasonably believes any claim has been or is likely to be asserted, any complaint has been filed with any administrative agency, or any administrative or judicial proceeding has been or is likely to be commenced. Upon receipt of such notice, the District shall have the right to conduct such investigation, retain such counsel, and take such other actions as it may deem reasonably necessary to protect its interests. The District shall be entitled to have one or more representatives attend any meeting or proceeding regarding any such matter and shall be provided sufficient notice to permit such attendance. The School shall cooperate fully with the District with respect to all such actions described in this section.

iv. Special Education Reserve Account.

a. The School shall maintain a separate special education reserve account as a financial reserve to ensure compliance with the foregoing indemnity provision. Such reserve shall not in any way limit the School's obligation to indemnify the District pursuant to any provision of this Contract; in the event the special education reserve account is

insufficient to fully pay costs incurred in connection with any claim or claims, the School shall remain fully responsible for any and all costs incurred in connection with such claim or claims. The funds held in reserve may be used by the School pursuant to the foregoing indemnity and adjustment provisions and may be used to pay costs directly related to the defense or resolution of any claim or complaint asserted or made by or on behalf of any student with disabilities or any student asserting to be a student with disabilities.

b. The School shall keep the special education reserve separate from and not be utilized to satisfy a portion of the School's TABOR reserve requirements. This special education reserve shall be maintained in a separate financial account identified under the CDE chart of accounts system. The account shall be equal to $200,000 for each fiscal year.

c. Only with the District's written agreement, the School may use funds from the reserve to pay for extraordinary costs required to provide a FAPE to a special education student where such extraordinary costs could not reasonably have been anticipated by the School prior to the school year. If money is withdrawn from the reserve fund, the School shall be required to replace all sums withdrawn by the end of the current fiscal year, unless such sum exceeds $75,000, in which case the School shall have two fiscal years to replace such funds.

K. State and Federal Funding.

i. The School shall receive 100 percent of Tier A and Tier B per pupil ECEA funds received by the District for students with disabilities enrolled in the School and counted in the School's prior year December special education pupil count. The School shall also receive 100 percent of IDEA funds received by the District during each school year for students with disabilities enrolled in the School's special education pupil count during the previous school year. The School agrees that no funds will be available for any students with disabilities whose records are not in compliance with state and federal requirements, and will ensure that all such students have a valid IEP with correctly submitted and entered data as required for the December count. The parties agree that the District shall distribute the foregoing amounts for the ECEA in two allocations of 90% and 10% as distributed by CDE. For the IDEA funds, the District will distribute to the School upon receipt of complete and accurate time and effort reporting and/or other expenditure documentation as required by 2 C.F.R. Part 200 of the

Uniform Grant Guidance.

ii. In the event the School enrolls a student with a disability who might qualify for Tier C state funding (currently pupils with annual education costs in excess of $40,000) the District shall submit on the School's behalf, or shall authorize the School to present directly to the Colorado Department of Education, a request for Tier C funding for such pupil(s), and the School shall receive 100% of any Tier C funds received for that student(s).

L. Section 504. As a recipient of federal funds, the School is at its sole cost 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. The School shall comply with its obligations by identifying a Section 504 coordinator for the School who shall participate in any mandatory Section 504 trainings provided by the District, and by developing a written Section 504 plan for any student eligible for such a plan. The District's Director of Charter Partnerships or designee may, subject to the Director's or designee's availability and District workload, and as a purchased service pursuant to Attachment 10, review the School's referral process, evaluations, reevaluations, programming and provision of services for students eligible for protections under Section 504 and direct such changes as the Director or designee may deem necessary, provided that the failure of the District's Director or designee to direct any change at the School shall not make the District legally or financially responsible for the School's noncompliance.

7.8 Collaboration with District.

A. The School shall provide reasonable notice to the District before opening any before, after school or summer program.

B. The School shall provide reasonable notice to the District before entering into any partnership or intergovernmental agreements with other government entities.

7.9 Tuition and Fees.

A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. §22-20-109(5), § 22-32-115(1) and (2) and § 22-54-109, other than for before and after school programs or as otherwise permitted by state law.

B. Fees. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. §22-32-110(1)(o) & (p) and § 22-32-117, and any applicable District policy not otherwise waived.

C. Indigent Students. The School shall waive all fees for indigent students in accordance with applicable federal and state law. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines.

8.0 Financial Matters.

8.1 Revenues.

A. District per pupil revenue funding. District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, plus any applicable capital construction grant payments pursuant to C.R.S. §22-54-124, minus the following: the estimated amount of the School's per pupil share of the central administrative overhead costs (up to five percent of PPR) based on the prior year's central administrative overhead costs and the current year budgeted pupil count, as provided by law or as agreed to, in writing, by both Parties in any subsequent written agreement, less deductions for direct cost, optional purchased services, less intercept transfers per the State Treasurer Charter Intercept Agreement, less other deductions as provided herein and adjusted as provided herein. Any subsequent audits by the CDE of District pupil counts and per pupil revenue that impact the

funding received by the School shall be reflected as an adjustment to subsequent payment from the District to the School.

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

The District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within 90 days after the end of the fiscal year as required by law. The actual central administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed party, up to the 5% cap referenced above.

B. Mill Levy funds. The School may request that the District Board include the School within any "mill levy override" request submitted to District electors pursuant to C.R.S. § 22-54-108 and the District Board shall act upon such requests in its sole discretion as it deems appropriate in light of the best interests of the District. Nothing herein shall be construed as a promise to remit to the School any additional or supplemental revenues by means of a "mill levy override" or any other voter approved measure now in existence or hereafter approved, and such funds shall not be paid to the School absent an amendment to this Contract expressly providing for such payment.

C. Federal categorical aid. Except as provided otherwise in this Contract, each year the District shall provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act (ESEA) funding (e.g. Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the CDE as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation. Should the School fail to timely or adequately submit required information, the District may in its sole discretion choose to pursue federal categorical aid without the participation of the School. The School will not be eligible for any of the funds received by the District for categorical aid where the School was untimely, inaccurate or otherwise failed to meet the requirements or deadlines for such aid and the District applies for and receives aid without the participation of the School.

D. State categorical aid. Each year the District shall provide to the School the School's proportionate share of applicable state categorical aid (e.g., English Language Proficiency, Gifted and Talented, or Transportation funding) received by the District for which the School is eligible (including but limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the CDE as required.

E. Bond Issues. Pursuant to C.R.S. §22-30.5-404, the District shall allow for representation by charter schools on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs and shall notify charter schools of the committee's meeting schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same the School may request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. §22-30.5-404 and 405.

F. Other Grants. The School will receive their equitable share of the money the District receives through relevant State and Federal grants.

8.2 Disbursement of Per Pupil Revenue.

A. Disbursement of District per pupil revenue funding. Commencing in July of each fiscal year of the contract term, District per pupil revenue funding as described in Section 8.1.A shall be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding shall be based on the School's enrollment projections submitted in accordance with Section 8.4. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with Section 8.2.B. Funds shall be disbursed within five (5) days of being received by the District.

B. Adjustment to funding. The District's disbursement of funds shall be adjusted as follows: in January of each year, funding will be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall

funding for the year is equal to the PPR provided for in this District and not otherwise deducted. Funding each month may also be adjusted for any services provided by the Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding. Any adjustments to funding so that funding is equal to the PPR provided for in this Contract shall be made by direct payment to the School or the District.

8.3 Budget.

On or before May 31 of each year, the School shall submit to the District its proposed balanced budget for the following school year. The School shall ensure that its proposed budget complies with state law and the terms and conditions of this Contract. The budget shall be prepared in accordance with C.R.S. § 22-30.5-112(7), and the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. A material violation of this Section may result in the District initiating remedies described in Section 3.2.H.

8.4 Enrollment Projections.

Each year by December 1, the School shall provide the District with preliminary estimates of its anticipated enrollment for the next five years along with any discussion or plans under consideration for any increase or decrease of enrollment greater than five percent (5%) of the official membership for the current school year. On or before February 15 of each year, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.5 TABOR Reserve.

The School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ('TABOR Reserve'). The School is solely responsible for maintaining a TABOR Reserve in accordance with and adequate to meet the requirements of Article X, Section 20 of the Colorado Constitution.

8.6 Contracting.

The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the District, and the School's authority to Contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each Contract or legal relationship entered into by the School having a value greater than $500 shall include the following provisions:

A. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.

B. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board unless reserves have been irrevocably pledged by the Charter Board to pay future year's obligations under such agreement.

8.7 Annual Audit and Electronic (Trial Balance) Data File.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in written form by September 26 of each year. The School shall pay for the audit. In addition, the School shall provide the final trial balance in an electronic format (excel) to the District using the CDE chart of accounts and file format with the submission of the annual independent financial audit. If, for causes within the School's control, the audit, or a draft final version of the audit to the extent allowable by law, is not provided to the District by September 26 of each year, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by September 26 is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time.

8.8 Quarterly Reporting.

The School shall prepare quarterly financial reports for the District in compliance with C.R.S. §22-45-102, and post required reports pursuant to C.R.S. § 22-44-301, *et seq*. Such reports shall be submitted to the District no later than fifteen (15) days following the end of each quarter except that all year end reports shall be submitted with the annual independent financial audit.

8.9 Non-Commingling.

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

8.10 Encumbrances and Borrowing.

During the term of this Contract, the School shall not encumber any of its assets without the written permission of the District. Any borrowing by the School above ten percent (10%) of the School's budget shall be subject to prior District approval.

8.11 Loans.

No loans may be made by the School to any person or entity (other than reasonable employee advances or to another related or an affiliated entity) for any purpose without District approval.

9.0 Personnel.

9.1 Employee Status.

A. All employees hired by the School shall be employees of the School and not the District. All employee discipline decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted by the School to the District by August 15, annually. The Handbook may be amended or revised at the discretion of the School.

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

10.0 Service Contracts with the District.

10.1 Direct Costs.

The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. §22-30.5-112(2) (b.5). Such negotiations shall be concluded by

June 15 of the year preceding that to which the costs apply. Unless set forth in this agreement or a separate agreement, such costs should be reflected in Attachment 10. If the School and the District do not reach agreement regarding the payment of such direct costs prior to the end of a fiscal year, the District shall be barred from withholding from the School any moneys as reimbursement for direct costs. The District shall provide an itemized accounting to the School for the direct costs incurred by the District hereunder with the itemized accounting provided pursuant to Section 8.1.A above.

10.2 District Services.

Except as is set forth in Attachment 10 or as otherwise specifically provided in this Contract, the School shall not be entitled to the use of or access to District services, supplies, or facilities. Such agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise be agreed in writing. Such agreements shall be finalized May 31 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

The School acknowledges and agrees that due to District staff and resource limitations, the District does not warrant or represent that any District services referenced in Attachment 10 will actually be available, and that that availability is subject to workload, availability, and capacity constraints on District staff.

The School further acknowledges and agrees that in the event that District services are unavailable, the School will be solely responsible for adding additional qualified FTE/staffing, or retaining qualified third-party contractors to fulfill the School's obligations under this Agreement.

11.0 Facilities.

11.1 School Facility.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it.

11.2 Use of District Facilities.

The School may not use District facilities for activities and events without prior written consent from the District. Any use of District facilities must be arranged through the District's Facilities Reservations Department and shall be subject to applicable usage fees.

11.3 Impracticability of Use.

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

11.4 Long-Range Facility Needs.

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

12.0 Charter Renewal, Revocation and School-Initiated Closure.

12.1 Renewal Timeline and Process.

The School shall submit its renewal application by 4 p.m. on December 1 of the year before the School's Contract expires. At least fifteen (15) days prior to the date on which the District Board will consider whether to renew the charter, District personnel shall provide to the District Board and School a written recommendation, including the reasons supporting the recommendation, concerning whether to renew the charter. The Board of Education shall act on the renewal application by resolution no later than February 1 of the year the School's Contract expires following a public hearing where the School shall have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

12.2 Renewal Application Contents.

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

12.3 Criteria for Renewal or Non-Renewal and Revocation.

The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. § 22-30.5-110.3, as they exist now or may be amended or material breach of this Contract. Grounds for termination, revocation, or denial also include but are not limited to, failure to meet adequate

progress toward achievement of the goals, objectives, targets for the measures used to determine the levels of attainment of the performance indicators, applicable federal requirements, or other terms or conditions identified in this Agreement.

12.4 Termination and Appeal Procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2.I. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.2.H) for breach.

12.5 School-Initiated Closure.

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

12.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.7 below and 2) reassignment of students to different schools. School personnel and the School's governing board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.7 Return of Property.

In the event of termination or dissolution, the Network shall supervise the closure of the business and affairs of the School.

13.0 General Provisions.

13.1 Order of Precedence.

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

13.2 Amendments.

No amendment to this Contract shall be valid unless ratified in writing by the School's governing body and executed by the Superintendent of the District and an authorized representative of the School's governing body.

13.3 Merger.

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

13.4 Non-Assignment.

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

13.5 Governing Law and Enforceability.

This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

13.6 No Third-Party Beneficiary.

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

13.7 No Waiver.

The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach. Nor shall any provision of this Contract be deemed to constitute a relinquishment or waiver by either party of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act.

13.8 Notice.

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

13.9 Severability.

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

13.10 Interpretation.

A. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and District policies, procedures, regulations, or other requirements, unless waived, compliance by the School shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.

B. Business Days. As used in this Contract "business day" means any day other than a Saturday or Sunday or a day on which government institutions

in the state of Colorado are closed. All other references simply to "day" shall mean a calendar day.

C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

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

13.11 Paragraph / Caption Headings.

The captions and headings set forth herein are for convenience of reference only, and shall not be construed to limit or define the terms and provisions hereof.

New America School-Thornton

By: _____
David Conde, PhD.
Chair
Board of Directors

ADAMS 12 FIVE STAR SCHOOLS

By: _____
Chris Gdowski
Superintendent

Attachment 1: School Mission, Vision, Goals and Objectives

Mission: The New America School empowers new immigrants, English language learners, and academically underserved students with the educational tools and support to maximize their potential and live the American dream.

Vision: The New America School Thornton [NAS-Thornton] will embrace the diversity of the student body and foster an inclusive, supportive learning environment. NAS-Thornton will cultivate the essential skills students need to make responsible choices and succeed academically, personally, and professionally in the 21st century. By empowering students with the knowledge, confidence, and ability to apply their academic learning to the real world, and providing comprehensive English language development to ensure all students can thrive, NAS-Thornton will equip the diverse student population with the tools they need to reach their full potential and make a positive impact in their lives and communities.

Goals and Objectives
NAS Strategic Plan

Attachment 2: Educational Program Characteristics

NAS-Thornton stands as an alternative education institution, thoughtfully designed to meet the diverse needs of non-traditional students. The program primarily serves multiple at-promise student populations, including recently arrived immigrants and refugees, emerging and long term Multilingual Learners (MLLs), and students who are overage and undercredited. Overage is defined in Colorado as students who are two or more years older than the typical age for their grade, based on high school credit accrual. Undercredited is defined in Colorado as a student who may have earned significantly fewer credits than peers at the same grade level, often due to academic struggles, frequent school absences, transferring schools, or interruptions in education.

NAS-Thornton has shifted from deficit-based to asset-based thinking when addressing students and their challenges. Throughout this document, the terms "at-risk" and "at-promise" interchangeably to emphasize NAS-Thornton's commitment to recognizing and nurturing the potential and strengths of every student. The school supports learners who have experienced attendance and truancy challenges or have encountered barriers to succeed in traditional high school settings. The high school experience at NAS-Thornton can be tailored to student needs given the two diploma options available: traditional diploma and competency based diploma.

Understanding the complex demands on students' lives, NAS-Thornton implements a flexible four-day academic week, an extended bell schedule and one-hour class periods. The school's programming includes multiple credit recovery opportunities, such as online courses, extended scheduling, Friday school, summer school, Foreign Language Proficiency Assessment (currently only Spanish), and a work-study program that offers elective credits for verified employment outside school hours. Research from the American Institutes for Research shows that well-designed credit recovery programs, particularly those offering flexible completion options, can significantly improve graduation rates for over-age and under-credited students, though success rates vary by program implementation and student population (Viano et al., 2021).

The school employs data-driven practices to continuously evaluate and refine its curriculum and interventions, ensuring that students receive the support they need to succeed. The school's approach incorporates evidence-based strategies such as Restorative Practices, Sheltered Instruction, data-driven instruction, Adams 12 Multilingual Learner (MLL) essential skills, and NAS-System Best Practices.

NAS-Thornton's enrollment is conducive to fostering an optimal learning environment specifically designed for diverse student populations. This intimate educational setting

serves as a supportive academic home for newly arriving immigrants, MLL learners, over-aged and under-credited students, and learners who have faced challenges in traditional school environments. Within the smaller classroom settings, teachers can provide individualized attention and create strong rapport with their students, leading to increased engagement and academic success. This personalized approach proves particularly valuable for students who may have experienced educational disruptions or barriers in previous academic settings.

The school's manageable size allows attendance patterns to be quickly noticed and addressed, allowing for prompt intervention when students are absent. This helps mitigate chronic absenteeism and supports consistent student, parent, and school collaboration. This approach ensures that each student receives the attention and support needed to take action toward their educational goals.

In addition, scope and sequence curriculum were created and facilitated to align WIDA and CCSS to support the various levels of MLL students that NAS-Thornton enrolls (i.e., in the content area of Newcomer, ELD I, ELD II, ELD III, and ELD IV. This has allowed for engagement, routines of practices (i.e., daily oral language, vocabulary routines, protocols in support of reading, writing, speaking, and listening, a variety of texts). Along with an aligned and engaging curriculum, there are blended learning tools that students use such as Duolingo, ellii, Newsela leveled texts, and Khan Academic language arts modules. In addition, NAS-Thornton developed a Newcomer government class where the vocabulary routines and protocols align to the newcomer ELD class, but through content-area learning. Formative assessment data is analyzed each week and instructional planning is the most current response to the data. For example, when it is noticed that students are using their content vocabulary tools before, during and after learning with success to find a big idea in government, that tool and approach is shared with the Newcomer teacher to then repeat the instructional tool and approach in ELD and vice versa.

The MLL essentials are vital to each classroom with MLL learners and therefore, the 100 day plan has the essential elements such as the teaching to the MPI, unpacking academic and content level vocabulary, ensuring a form and language function is provided, and there is a MLL essential as a part of the monthly PD planning. NAS-Thornton instructional coaches use a document called, “Best MLL Scaffolds & Anchor Documents” to support teachers in instructional coaching for MLL best practices to give choice of how they support in terms of how that is aligned with their classroom instructional delivery approach.

The program further distinguishes itself through additional support features including bilingual staff and resources that are available and accessible to students and families.

Mental health services, as well as college and career counseling ensure students receive support for both immediate academic needs and future planning. NAS-Thornton is committed to establishing strong partnerships with community organizations and family engagement programs, creating a network of support that is culturally sensitive and responsive.

Attachment 3: Selected State and Federal Laws Applicable to Charter Schools

The following is a list of State and federal laws applicable to charter schools. It is not comprehensive. (Colo. Rev. Statutes, unless otherwise noted)

Governance, Records, and Charter Schools

1. Colorado Charter Schools Act: 22-30.5
2. Colorado Open Meetings Law: 24-6-401 et seq.
3. Colorado Open Records Act: 24-72-201 et seq.
4. Family Educational Rights and Privacy Act of 1974: 20 U.S.C. 1232g
5. Colorado Code of Ethics: 24-18-101 et seq.
6. Colorado Revised Non-Profit Corporation Act: 7-121-101 et seq.
7. Charter School Oath: 24-12-101 et seq.

Safety and Discipline

8. Certificate of occupancy for the school facility: 22-32-124
9. Safe School Plan: 22-32-109.1 (2)
10. Grounds for suspension, expulsion, and denial of admission of students: 22-33-106
11. Procedures for suspension, expulsion, and denial of admission of students: 22-33-105
12. Suspension of K-2: 22-33-106.1
13. Services for expelled students: 22-33-203
14. Child Protection Act of 1987: 19-3-301 et seq.
15. Background checks for employees: 22-1-121

Educational Accountability

16. Educational Accountability: 22-11-101 et seq. (especially 22-11-210 and 22-11-401 et. seq.)
17. Accreditation: 22-11-201 – 211; Accreditation Rules of the State Board of Edu.: 1 CCR 301-1
18. Elementary and Secondary education Act (ESEA): P.L. 107-110

Curriculum, Instruction, and Extra-Curricular Activities

19. Instruction in federal and State history and government: 22-1-104
20. Honor and use of the U.S. Flag: 22-1-106
21. Instruction in the Constitution: 22-1-108, 109
22. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
23. On-line programs: 22-33-104.6
24. Participation in sports and extra-curricular activities: 22-32-116.5
25. Content standards: 22-7-407

Exceptional Students

26. Discipline of students with disabilities: 20 U.S.C. 1415 (k), 34 C.F.R. 519-529
27. Exceptional Children's Educational Act: 22-20-101 et seq.
28. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. 794

29. Americans with Disabilities Act: 42 U.S.C. 12101
30. Individuals with Disabilities Educational Act: 42 U.S.C. 1401 et seq., as amended by the Individuals with Disabilities Education Improvement Act of 2004, and as further modified by the Every Student Succeeds Act (2015)
31. English Language Proficiency Act: 22-24-101 et seq.

Finance 20-30.5-104(6)(a)

32. Public School Finance Act: 22-54-101 et seq.
33. School Funding Formula: 22-54-104 (3)
34. Funded pupil enrollment: 22-54-103 (10)
35. Tuition: 22-20-109 (5), 22-32-115 (1) and (2), 22-54-109
36. Fees: 22-32-110 (1) (o) and (p), 22-32-117
37. Allocation of funds to a capital reserve fund: 22-54-105 (2) (b) (if applicable)
38. Expenditures from a capital reserve fund: 22-45-103 (if applicable), 24-10-115, Article 13 of title 29
39. Allocation of funds for instructional supplies and materials: 22-54-105 (I)
40. Allocation of funds for at-risk students: 22-54-105
41. CDE Financial Policies and Procedures: 22-44-204, and Handbook: https://www.cde.state.co.us/cdefinance/fpphandbookfy20-21
42. Excess tuition charges for out-of-district special education students: 22-20-109 (5)
43. Participation in PERA : 22-30.5-512 and 22-30.5-111 (3)
44. Public School Financial Transparency Act: 22-44-301 et seq.
45. Discrimination 22-30.5-104(3)(a)
46. School Accountability Committees § 22-11-401-402
47. Children's Internet Protection Act: 47 U.S.C. § 254

Colorado Student Data Transparency and Security Act: § 22-16-108 thru § 22-16-110

Attachment 4: Conflict of Interest Form

New America School-Thornton Charter School

Board Member Certification Form for New America School Network Board Members

Note: The purpose of this document is to provide disclosure. The ABC Charter School ('the School') Board operates according to its own Bylaws and applicable law in regard to conflicts of interest. This form is a public document and will be available at the School for inspection by other board members, the staff, or the community. In addition, a copy of the form will be sent to the District.

Background

1. Full legal name:

2. I affirm that I am at least 18 years of age by the date of appointment to the New America School ("Network") Board. • Yes, I affirm.

3. Indicate whether you have ever been convicted or pled "no contest" of one or more of the following:
   a. a misdemeanor related to honesty or trustworthiness, or
   b. a felony.
      • Does not apply to me.
      • Yes

If the answer to this question is yes, please provide details of the offense, the date, disposition, etc., in the space below.

4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or District attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
   • Does not apply to me.
   • Yes

Conflicts

1. Indicate whether you, your spouse, or anyone in your immediate family (in accordance with C.R.S. §7-128-501 (5), an immediate family member is a spouse, descendant, ancestor, sibling, spouse or descendant of a sibling, or a designated beneficiary) meets either of the following conditions:
   a. is doing or plans to do business with the Network or any of its schools (whether as an individual or as a director, officer, employee or agent of any entity).
   b. any entity in which one of the above identified individuals has an interest is doing business or plans to do

business with the Network or any of its schools.

If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is

transacting or will be transacting with the Network or any of its schools.

- I/we do not know of any such persons.

2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the Network or any of its schools or a contractor who is conducting business with the Network or any of its schools. If so, please indicate the precise nature of the business that is being or will be conducted.

- I/we do not anticipate conducting any such business.
- Yes

3. Indicate any potential ethical or legal conflicts of interest that would (or are likely to) exist for you as a member of the Network Board or another School or non profit board. [Note that being a parent of a School student, serving on another charter School's board or being employed by the School are conflicts for certain issues that should be disclosed.]

- None
- Yes. If yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or any immediate family member knows (i.e., beyond a casual or professional acquaintance) any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.

- Yes
- I/we do not know of any such persons.
- Yes

Conflicts for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse or other immediate family members have, anticipate in the future, or have been offered a direct or indirect ownership, employment, contractual or management interest in the provider. For any interested indicated, please provide a detailed description. • I/we have no such interest.

• Yes

2. Indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

• I/we do not anticipate conducting any such business.

• Yes

Other

1. I affirm that I have read the charter Network's Bylaws and conflict of interest policies.

• I affirm

4878-8495-0109, v. 4

I, _____, certify to the best of my knowledge and ability that the information I am providing to the Adams 12 Five Star District in regard to my application to serve as a member of the board of directors of the New America School network is true and correct in every respect.

Signature Date

4878-8495-0109, v. 4

Attachment 5: Graduation Requirements

Traditional Diploma - 23 Credits Total

(Subject/Credits)

- English - 4
- Math - 3
- Science - 3
- Social Studies - 3
    - 1.0 US History
    - .5 US Government/Civics
    - .5 Holocaust and Genocide
- Fine and Practical Arts - 2
- Physical Education - .5
- Health - .5
- Electives - 7

Additional Requirements

- Individual Career and Academic Plan (ICAP) to focus on their high school experience and prepare for postsecondary success.
- College and Career Readiness Demonstration
    - ACT WorkKeys National Workforce Readiness Certificate - Bronze or Higher
    - Concurrent enrollment -English and Math- passing grade per district and higher education policy
- 6 hours of community service for every year a student is enrolled at NAS-Thornton

Competency Based Diploma

Semester Required Courses

- Career and Business Readiness
- Seminar (includes Holocaust & Genocide)
- Government
- Personal Finance
- Physics

WorkKeys Required Tests

- Applied Technology
- Applied Mathematics
- Workplace Documents
- Graphic Literacy

Additional Requirements

- Individual Career and Academic Plan (ICAP) to focus on their high school experience and prepare for postsecondary success.
- College and Career Readiness Demonstration
- ACT WorkKeys National Workforce Readiness Certificate - Bronze or Higher
- 12 hours of community service

Attachment 6: AUTOMATIC WAIVERS OF STATE LAWS

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

Attachment 7: Additional Requests for Waiver of State Laws and/or Regulations

COLORADO
Department of Education
Innovation, Choice and Engagement Division

Charter School Waiver Request Addendum

Use the addendum template below to list the non-automatic waiver(s) from statute and rule and the related replacement plans that the charter school is requesting.

School Name: New America School Thornton
School Address (mailing): 8978 Washington St., Thornton CO 80229
Charter School Waiver Contact Name: Santiago López
Charter School Waiver Contact's Phone Number: (303) 800-0058
Charter School Waiver Contact's Email: slopez@newamericaschool.org

Statutory Citation and Title C.R.S. § 22-9-106 – Local Board Duties Concerning Performance Evaluations
Rationale: Due to the nature of charter schools with a mission-based focus, there are instances when the most qualified person for a position comes from outside the formal field of education to work with students at The New America School (NAS). This can exist from teachers to administrators and the ability to effectively perform duties will be demonstrated with an appropriate evaluation system for all staff positions at NAS.
Replacement Plan: NAS will continue to meet the intent of the law as outlined in statute. The methods used for NAS's evaluation system include 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 state law. The performance of administrators and teachers is evaluated annually, and the results of that evaluation clearly set forth recommendations for improvements and identify professional development opportunities. An effective, research-based evaluation system is in place for all staff positions.
Duration of Waivers: NAS formally requests the waiver be in effect for the duration of our contract with Adams 12 Five Start School District.
Financial Impact: NAS anticipates that the requested waiver will have no financial impact on the school budget.
How the Impact of the Waivers Will be Evaluated:

All teachers will be qualified to the minimum standards of ESSA/applicable Colorado law and will obtain/retain licensure during employment at NAS. Appropriate evaluations, performance of State required elements of school operations, and financial integrity will exist and be measurable.

Expected Outcome: All staff will be in-field and the staff at NAS will meet the educational needs of the students based on the evaluation system in place for all staff positions.

Statutory Citation and Title
C.R.S. § 22-32-109(1)(n)(1) – Local Board Duties Concerning School Calendar
C.R.S. § 22-32-109(1)(n)(II)(B) – Local Board Duties Concerning Adoption of District Calendar

Rationale: NAS's academic school year provides for 1639 hours of instruction over a four day per week calendar with 11 hours of instruction offered per day. NAS will prescribe the actual details on its own school calendar to best meet its needs. The Adams 12 Board will not set these policies and NAS will have a calendar that differs from the rest of the schools in the District.

NAS students must elect to take classes on a full schedule, either day or night, or may elect to take more. All full-time student schedules will far exceed State requirements for instructional minutes. Calculations do not include passing time, study hall, lunch, or other non-instructional time used for enrichment. NAS requests this waiver because:

- Many of its students have children and this allows them to accommodate their parenting needs (child care, appointments, etc.) while continuing their education.
- The condensed school week helps to alleviate its students' transportation needs.
- NAS's target student population are ages 16-21 who are currently not enrolled in school and the four-day week attracts them to return to school.
- The schedule allows students to maintain employment essential to their survival while attending school full-time.
- NAS staff use Fridays for professional development and professional learning communities, both of which are essential to NAS staff development.
- Field trips and other credit recovery activities are primarily scheduled for Fridays to provide a smooth rhythm to students' academic weeks.

Replacement Plan:
Develop a school calendar with 149 days of student-teacher contact with 11 or more hours of instruction daily. This will create 1,639 hours of instructional time annually. Students
must elect to take classes on a full schedule either day or night, or may elect to take more. All

full-time student schedules will far exceed State requirements for instructional minutes.
Calculations do not include passing time, study halls, lunch, or any other non-instructional time used for enrichment.

Duration of Waivers:
NAS formally requests the waiver be in effect for the duration of our contract with Adams 12 Five Start School District.

Financial Impact: The NAS anticipates that the requested waiver will have no financial impact on the school budget.

How the Impact of the Waivers Will be Evaluated: Meeting or exceeding the number of
scheduled hours of instruction available to students and scheduling all students in a fashion that meets or exceeds State Regulations.

Expected Outcome: Students will be scheduled to meet all State requirements day, night, or
bridging the two scheduled sessions. Many will have the opportunity to attend classes exceeding State requirements.

Statutory Citation and Title C.R.S. § 22-32-109(1)(n)(II)(A) – Determine teacher-pupil contact hours

Rationale: The four-day week is being requested for the following reasons:

- Our current schedule provides for a total of up to 1,639 hours of instruction during our 149 day calendar (11 hours a day times 149 days). Students must elect to take classes on a full schedule either day or night, or may elect to take more. All full-time student schedules will far exceed State requirements for instructional minutes. Calculations do not include passing time, study halls, lunch, or any other non-instructional time used for enrichment.
- Many of our students have children, and this allows for them to accommodate their parenting needs (child care, appointments, etc.) while furthering their education.
- Condensing the school week helps to alleviate our students' transportation needs.
- Our target student population is aged 16-21 and is currently not served, the four-day week attracts those students to come back to school.
- The schedule allows for our students to maintain employment essential to their survival while attending school full-time.
- Professional development and professional learning communities are an essential component for our staff and have been scheduled for Fridays in conjunction with the other two metro Denver NAS campuses.
- Field trips and other co-curricular activities are primarily scheduled for Fridays to provide a smooth rhythm for our students during the academic week.

Replacement Plan: Develop a school calendar with 149 days of student-teacher contact with 11 or more hours of instruction daily. This will create 1,639 hours of instructional time annually. Students must elect to take classes on a full schedule either day or night, or may elect to take more. All full-time student schedules will far exceed State requirements for instructional minutes. Calculations do not include passing time, study halls, lunch, or any other non-instructional time used for enrichment.
Duration of Waivers: NAS formally requests the waiver be in effect for the duration of our contract with Adams 12 Five Start School District.
Financial Impact: The NAS anticipates that the requested waiver will have no financial impact on the school budget.
How the Impact of the Waivers Will be Evaluated: Meeting or exceeding the number of scheduled hours of instruction available to students and scheduling all students in a fashion that meets or exceeds State Regulations.
Expected Outcome: Students will be scheduled to meet all State requirements day, night, or bridging the two scheduled sessions. Many will have the opportunity to attend classes exceeding State requirements.

Statutory Citation and Title C.R.S. 22-32-109(1)(b) – Competitive Bidding
Rationale: NAS will be responsible for the purchasing of goods and services to align with the school's mission and vision separate from the district. NAS will comply with its existing internal purchasing policies.
Replacement Plan: Guiding the purchase of all goods and services of NAS will be: (a) price; (b) quality, and (c) dependability. Particular vendors may be chosen for any one or any combination of these factors; however, at all times, the selection of a particular good, service, or vendor shall be with the intention of maintaining a top-quality school. When a product, good, or service to be purchased costs more than $10,000, the Superintendent, or designee, shall make every reasonable effort to secure quotes and product specifications from at least three providers of the product or similar products. The Board of Directors shall select from among these offers and document the reason for selecting the chosen option. Professional service contracts and sole source vendors are excluded from the requirement to seek multiple bids; however, nothing shall preclude the Superintendent from seeking multiple bids for these contracts.
Duration of Waivers: NAS formally requests the waiver be in effect for the duration of our contract with Adams 12 Five Start School District.
Financial Impact: NAS assumes financial responsibility for the implementation of this provision.

How the Impact of the Waivers Will be Evaluated: The Board of Directors of NAS reviews financial policies and procedures to ensure execution of contracts shall be within the scope of NAS's mission, goals, budget, and annual plans.
Expected Outcome: The waiver will allow NAS to ensure it receives market value for goods, services, and materials that are purchased and that the vendor aligns with the intention of maintaining a top-quality school.

Statutory Citation and Title C.R.S. § 22-63-201 – Teacher Employment Act - Compensation & Dismissal - Requirement to hold a certificate
Rationale: NAS should be granted the authority to hire teachers and principals that will support the school's goals and objectives. NAS will, where possible, hire certified teachers and principals. However, in some instances, it may be advantageous or necessary for the school to be able to hire teachers and/or principals without a certificate and who possess unique backgrounds and/or skills or fill the need of the school. All NAS employees will be employed on an at-will basis.
Replacement Plan: NAS will, where possible, hire certified teachers and principals. However, in some instances, it may be advantageous or necessary for the school to be able to hire educators without a certificate and who possess unique backgrounds and/or skills or fill the need of the school. NAS will ensure that principals and/or teachers will meet Colorado's ESSA plan guidelines, specifically that they: (1) have an endorsement on a Colorado teaching license; (2) hold at least a BA or higher in the relevant subject area; (3) have completed 36 semester credit hours in the subject matter in which s/he teaches; or (4) have passed a State Board approved content exam in the relevant subject area. All school employees will meet applicable fingerprinting and background check requirements. Special Education Teachers will hold the requisite state license and endorsement. NAS will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.
Duration of Waivers: NAS formally requests the waiver be in effect for the duration of our contract with Adams 12 Five Start School District.
Financial Impact: NAS anticipates that the requested waiver will have no financial impact on the school budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the senior high, as set forth in this Charter School Agreement.
Expected Outcome: As a result of these waivers, the senior high will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set forth in the Charter School Agreement. NAS will be able to employ

professional staff possessing unique skills and/or backgrounds filling all staff positions as needed.

Statutory Citation and Title
C.R.S. § 22-63-202 – Teacher Employment Act – Contracts in Writing, Damages Provision
C.R.S. § 22-63-203 – Teacher Employment Act – Requirement for probationary teacher, renewal, and nonrenewal

Rationale:
To manage its own personnel, NAS must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment.
understanding of pay, but no guarantees of employment are promised therein.

Replacement Plan: All NAS employees will be employed on an at-will basis. No contracts are provided for staff working in the school; instead, letters confirming the individual's employment, terms of employment, duties, and an understanding of monthly and annual salary are provided but no guarantees of continued employment are made therein. The employment letter also includes information regarding the payment of the individual's salary upon the termination of his or her employment. As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

Duration of Waivers:
NAS formally requests the waiver be in effect for the duration of our contract with Adams 12 Five Start School District.

Financial Impact: The NAS anticipates that the requested waiver will have no financial impact on the school budget.

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

Expected Outcome: As a result of these waivers, the school will select, employ and provide
professional development for its own teachers and staff, in accordance with the terms and
conditions set forth in the Charter School Agreement. NAS will be able to employ professional
staff possessing unique skills and/or backgrounds filling all staff positions as needed.

Statutory Citation and Title C.R.S. § 22-63-206 – Teacher Employment Act – Transfer of Teachers

Rationale: NAS has a unique curriculum for which having the proper teaching staff is essential. No other school nor Adams 12 Five Star School District should have the authority to transfer its teachers into or from NAS.
Replacement Plan: NAS will not participate in the District's transfer policies and procedures; however, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.
Duration of Waivers: NAS formally requests the waiver be in effect for the duration of our contract with Adams 12 Five Start School District.
Financial Impact: NAS anticipates that the requested waiver will have no financial impact on the school budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the senior high, as set forth in this Charter School Agreement.
Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set forth in the Charter School Agreement and NAS Employee Handbook.

Statutory Citation and Title C.R.S. § 22-2-112(1)(q)(I) – Commissioner-Duties
Rationale: NAS is seeking a waiver from C.R.S. § 22-9-106 and is using its own evaluation system that meets the original intent of SB 10-191. By waiving C.R.S. § 22-2-112(1)(q)(I), NAS will still be required to report its course enrollment data in TSDL but will not be required to report its teacher evaluation ratings since NAS uses its own evaluation system.
Replacement Plan: NAS uses its own evaluation system as agreed to in the Charter School Agreement with the District. NAS's evaluation system will continue to meet the intent of the law as outlined in the statute. Staff has been trained in this evaluation system and the methods used include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. NAS 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.

Duration of Waivers: NAS formally requests the waiver be in effect for the duration of our contract with Adams 12 Five Start School District.
Financial Impact: NAS anticipates that the requested waiver will have no financial impact on NAS or the District.
How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in NAS policies.
Expected Outcome: With this waiver, NAS will still be required to report its course enrollment data in the TSDL but will not be required to report its teacher evaluation ratings since the school currently uses its own evaluation system.

Statutory Citation and Title C.R.S. § 22-82.8-13 – Breakfast After the Bell Nutrition Program
Rationale: NAS operates independently from other schools in Adams 12 Five Star Schools and should therefore be exempt by the same rule that school districts with fewer than 1000 students are exempt from HB 13-1006. In addition, in the past, the school offered universal free breakfast to students and on average had fewer than 5 students eat breakfast. Also, the cost to run such a program because we do not have a full preparation kitchen are cost prohibitive and will take resources away from instruction. Catering is used to offer the school lunch program and due to inflation and rising food costs the school will be unable to maintain a breakfast program without significant cuts from other essential programs.
Replacement Plan: The school will offer a Breakfast Club to students who arrive at school prior to their first class. Breakfast Club offers students access to a faculty member for academic assistance and some type of food (bagels, granola bars, oatmeal, cereal/milk) and is funded through a grant and donations from a local food bank the school receives. In addition, healthy snacks are available to any student during school hours in the lunchroom area.
Duration of Waivers: NAS formally requests the waiver be in effect for the duration of our contract with Adams 12 Five Start School District.
Financial Impact: NAS anticipates that the requested waiver will have a positive financial impact on the school budget and no impact on Adams 12 Five Star Schools.
How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by financial data and as set forth in this Charter School Agreement.
Expected Outcome: As a result of this waiver, NAS will be able to carry out its educational

program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Agreement. We will be able to provide food prior to the beginning of
instruction through our Breakfast Club.

Attachment 8: Waivers of District Policy

NEW AMERICA SCHOOL

DISTRICT WAIVERS

Submitted April 2025

Policy Code and Title: 1300: Community Use of District-Owned Facilities
Rationale: The policy would inhibit New America School's ("NAS") ability to operate autonomously as a charter school.
Expected outcome: NAS will be responsible for managing the guidelines for use of NAS property.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial impact: NAS will determine whether to make its facilities available for community use and, if so, will set the fee structure for such usage.

Policy Code and Title: 1500: Challenges to Curriculum, Instructional Materials and Activities
Rationale: NAS has a unique educational model that should be exclusively controlled by its Board of Directors. Any challenges to NAS's curriculum, instructional materials, and activities is properly before the NAS Board.

NAS proposes to resolve challenges to its curriculum, instructional materials and activities in line with its mission by its Board of Directors. Changes to its curriculum, instructional materials, and activities shall include opportunity for staff recommendation, community feedback, and principal endorsement before going before the NAS Board of Directors for approval. Any parent, student, staff member, or community member who raises such a challenge shall be allowed the opportunity to address the Board of Directors before a vote is taken on the matter. The decision of the Board of Directors is final on this matter.
Expected Outcome: NAS manages its own curriculum, instructional materials, and activities through its administration and Board of Directors.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 1550: Public Complaint
Rationale: The policy would inhibit NAS's ability to operate autonomously as a charter school.
Expected outcome: NAS will adhere to its established policy governing the complaint resolution process.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.

Financial impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 1800: Public Records Requests
Rationale: The policy would inhibit NAS's ability to operate autonomously as a charter school.
Expected outcome: NAS will adhere to its established policy governing the public records requests.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial impact: None.

Policy Code and Title: 2100: Selection and Appointment of Administrators
Rationale: The policy would inhibit NAS's ability to operate autonomously as a charter school.
Expected outcome: NAS will adhere to its established policy governing the hiring of its Superintendent and Executive Directors.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial impact: This will allow the school to obtain the best value on goods and services.

Policy Code and Title: 2110: Administrative Transfers
Rationale: As an autonomous charter school, NAS shall not accept or request administrative transfers to or from the District.
Expected Outcome: NAS will have sole control over the hiring, firing, discipline, and other human resources matters concerning its staff.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 3200: Restricted/Prohibited Expenditures
Rationale: As an autonomous charter school, NAS shall follow its own fiscal policies and procedures, including those related to restricted or prohibited expenditures.
Expected Outcome: NAS will have sole control over its fiscal expenditures.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District but will allow the NAS Board to regulate its expenditures in the most efficient manner.

Policy Code and Title: 3300: Procurement Policies

Rationale: As an autonomous charter school, NAS shall follow its own fiscal policies and procedures, including those related to procurement.
Expected Outcome: NAS will have sole control over its procurement policies. Such policies give NAS administration the authority to oversee and approve all procurement decisions. NAS may choose to use the purchasing services offered by the District for some purchases but may decide to make purchases outside of the District. Such decisions will be made based on the factor set forth in NAS's Finance Policy, including competitive pricing, quality, durability, availability, and warranty to NAS within the necessary timeline.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District but will allow NAS to obtain the best value on goods and services.

Policy Code and Title: 3310: Procurement and Signature Authority
Rationale: NAS may enter into contracts for such things as professional services, materials, and goods within the scope of its mission, goals, and annual plans. All purchases made by NAS and contracts that NAS enters into must follow NAS's Finance Policy. All contractual agreements must be in writing, signed, and dated by the above-listed administrator.
Expected Outcome: As an autonomous charter school, NAS shall have the authority to enter into its own contracts and determine its procurement process for goods and services necessary to provide the best education to its students.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District but will allow NAS to obtain the best value on goods and services.

Policy Code and Title: 3320: Procurement Competition Requirements
Rationale: NAS's Finance Policy shall provide its procurement competition requirements, including for purchases over certain amounts, purchases that use federal grant funds, purchases that are exempt from competitive pricing, and sole-source purchases. The Finance Policy sets forth the reasons for which a particular vendor may be chosen, all of which shall be with the intention of maintaining a top-quality school.
Expected Outcome: NAS shall have the authority to enter into its own contracts and solicit bids and approve them.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 3330: Bid Protest Policy
Rationale: Any actual or prospective bidder, contractor, or vendor who is aggrieved in connection with the solicitation or award of a bid or contract may protest to the

Superintendent. Such protest must be set out in writing to Superintendent, the Board of Directors, or the Business Manager within seven (7) business days after such aggrieved person knew or should have known of the facts giving rise thereto.
Expected Outcome: NAS shall have the authority to handle appeals from its procurement and bid policies.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 3400: Investment Policy
Rationale: This policy would inhibit NAS from operating autonomously as a charter school.
Expected Outcome: NAS shall have the authority to make its own investment decisions while mitigating credit and interest rate risks. All NAS investments will comply with applicable laws, including but not limited to C.R.S. 24-75-601.1.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This will allow NAS to manage its own investments.

Policy Code and Title: 3500: Law Enforcement in Schools
Rationale: NAS does not have an SRO assigned to its campus but it does have two security guards. NAS otherwise agrees to follow the provisions of Policy 3500 as related to Student Contact with Security Guards, Interviews, Searches, and Confidentiality of Records.
Expected Outcome: NAS's security guards shall have the authority to assist NAS staff with the safety and security of NAS Thornton.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 3600: Student Transportation
Rationale: NAS does not provide transportation to students.
Expected Outcome: Students will have to provide their own transportation to NAS.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 3810: Building Access
Rationale: NAS shall be responsible for its own building access and security, the details of which shall be determined by the Principal. The Principal shall determine

which staff members are authorized to be issued keys and will keep a master list inventory of the same. The Principal shall be responsible for the issuing of keys and shall require recipients to sign a receipt for the same. The Principal shall make an annual inventory of all keys issued.
Expected Outcome: NAS will be responsible for its own building access and security.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 4150: Employee Professional Learning and Development, Travel Expenses and Reimbursement
Rationale: All out-of-town travel shall be approved by Principal in advance. When reimbursement is sought, staff shall submit travel reimbursement forms for qualifying expenses. Travel reimbursement forms shall document employee name, travel dates, destination, business purpose, and detailed business costs such as tolls, parking, mileage, and receipts. All receipts and substantive documentation must be attached to the travel reimbursement form. Submitted travel reimbursement forms shall be submitted by the Business Manager for: (a) accuracy of computations; (b) completeness of required receipts; and (c) adherence to established guidelines. Inaccurate or incomplete information shall be discussed with the submitting staff member, and any necessary additional information shall be provided to the Principal before reimbursement. Travel reimbursement requests submitted by a Principal shall be reviewed and approved by a member of the Board of Directors. All travel reimbursement requests must be submitted within 30 days of expenditure; any reimbursement requests made thereafter shall be denied.
Expected Outcome: NAS shall be responsible for the reimbursement of all reasonable and compliant expenses incurred by staff travel.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 4160: Guidelines for Compensating Certified Staff – Opening New Schools/Renovating Existing Schools
Rationale: The NAS Board and Administration will ensure that qualified persons are employed to promote the vision and mission of the school. NAS shall develop and apply employment procedures to effectively and efficiently operate the school consistent with applicable federal and state laws and regulations. Compensation and employment offers will be established and approved by the NAS Board of Directors. All school employees will be at-will employees. NAS will determine its workday schedules, staffing needs, and recruitment and hiring procedures. NAS will develop its salary schedules and benefit packages, subject to the statutory requirement that employees of a charter school be members of PERA. NAS will adopt policies that comply with all state and federal laws governing its role as an employer.

Expected Outcome: NAS will develop its own policies and procedures to ensure that qualified employees are hired and that their compensation and benefits are offered pursuant to established schedules. NAS shall also develop its own workday schedules and determine its own staffing needs.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 5010: Student Due Process
Rationale: As an autonomous charter school, the NAS shall have final say for due process hearings and any appeals therefrom. Due Process hearings shall be conducted by the Network's Superintendent or designee. Appeals of the Superintendent's decision may be submitted to the Network's Board of Directors. The processes and procedures for filing due process complaints and appeals shall otherwise conform with District Policy 5010.
Expected Outcome: The NAS Board of Directors shall have final say for any appeals related to this policy.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 5640: Fundraising
Rationale: Fundraising projects approved by NAS Board and/or Administration are subject to this policy. Bingos, raffles, and gambling activities shall not be permitted unless the sponsor of the fundraiser has procured the appropriate license from the State of Colorado or except as permitted by law.

Fundraising projects shall not interfere with the instruction programs, compromise the health and/or safety of students, or fundraising efforts of the school and/or parent grounds and shall not unreasonably burden staff, students, parents, and/or community members.

The Administration shall approve parameters for authorized fundraising activities conducted by all groups. Such parameters shall be included in a plan for fundraising activities, which must comply with NAS's fundraising parameters and must be approved by the Administration prior to the commencement of fundraising.

All purchases with such funds shall comply with NAS's procurement policies and become property of NAS.
Expected Outcome: NAS shall approve and oversee fundraising projects.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.

Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 5650, 5670: Distribution of Printed Materials on School Premises; Review of Restriction on Printed Materials; Distribution of Non-District Related Materials
Rationale: NAS will implement its own materials distribution policies based on Policies 5650 and 5670. The NAS Board will hear all appeals from these policies.
Expected Outcome: NAS shall set and enforce its own materials distribution policies.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 6100: Perpetual School Calendar
Rationale: The NAS Board of Directors and Administration shall create an approved NAS school calendar, which includes guidelines for staff in-service days and student contact hours, based on NAS's commitment to providing a schedule that both meets state contact hour requirements and provides flexibility for NAS's student population.
Expected Outcome: NAS shall determine its own school calendar.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 6110: Release Time for Students
Rationale: The policy would inhibit NAS's ability to operate autonomously as a charter school.
Expected outcome: NAS sets and approves its own school calendar, which includes release time guidelines for students.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial impact: None.

Policy Code and Title: 6200: Course/Program Development
Rationale: NAS shall be responsible for its own course/program development consistent with its Vision and Mission. Continuous development, evaluation, and adoption of its courses/programs is necessary for NAS to meet the educational needs of its students. All courses/programs will meet or exceed the state content standards for each subject and will be consistent with state law.
Expected Outcome: NAS shall oversee and be responsible for its own course and program development.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.

Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 6230: Instructional Materials
Rationale: NAS is committed to continuously improving its educational program, in line with its overall mission and vision, via research, curriculum development, and recommendations. NAS proposes to resolve challenges to its curriculum, instructional materials and activities in line with its mission by its Board of Directors. Substantive changes to its instructional materials shall include opportunity for staff recommendation, community feedback, and principal endorsement before going before the NAS Board of Directors for approval. Any parent, student, staff member, or community member who raises such a challenge shall be allowed the opportunity to address the Board of Directors before a vote is taken on the matter. The decision of the Board of Directors is final on this matter.
Expected Outcome: NAS will utilize its own processes for instituting curricular changes, including textbook and other instructional material changes.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 6285: Post-Secondary Planning and Enrollment Options
Rationale: NAS has a post-secondary planning policy. NAS's graduation requirements are based on CCHE requirements. Additional options for post-secondary study while in high school will be communicated through NAS's counseling department and will be modified as needed.
Expected Outcome: NAS will develop and implement its own post-secondary planning and enrollment options.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 6291: Dual Enrollment
Rationale: The policy would inhibit NAS's ability to operate autonomously as a charter school.
Expected outcome: NAS does not allow for dual enrollment.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial impact: This will allow NAS to use its financial and operational resources in other areas to promote its mission and vision.

Policy Code and Title: 6310: Reporting Student Progress

Rationale: NAS will develop a grading system consistent with its charter and provide appropriate and timely feedback to its students and parents.
Expected Outcome: NAS will develop its own grading and reporting system.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 6340: Graduation Requirements
Rationale: As an autonomous charter school, NAS has developed and will continue to develop and adopt its curriculum. As part of its programming, NAS has developed graduation requirements that are different from the District. For instance, NAS requires the completion of community service hours in order to graduate from its program.
Expected Outcome: NAS shall set its own graduation requirements.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 7200 - Land Use Development; 7210 – Location of Schools in Industrial and Business Park Zoning Districts; 7220 – Preliminary Drawings and Specifications; 7300 – Facilities; 7400-Use of Classroom Space; and 7500 –Naming of Facilities
Rationale: NAS will be responsible for the planning, design, construction, location, supervision, use, and naming of its own facilities.
Expected Outcome: NAS will be responsible for the planning, design, construction, supervision, and naming of its own facilities.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: NAS has budgeted for its facilities.

Policy Code and Title: 8410: Sexual Harassment (Title IX)
Rationale: NAS has its own Title IX policy, which is available on NAS's website.
Expected Outcome: NAS shall utilize its own Title IX policy.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Policy Code and Title: 8900: Individual Rights and Responsibilities
Rationale: As an autonomous charter school, NAS's students and their parents are owed different rights and responsibilities from NAS than a District school would owe.

Expected Outcome: District policy 8900 is not applicable to NAS.
Duration: This waiver is sought for the duration of NAS's charter contract with the District.
Financial Impact: This policy is not expected to have any financial impact on NAS or the District.

Attachment 9: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures

Enrollment Preferences

NAS Thornton makes every effort to serve any student that expresses an interest in the school.

Selection method

Although rarely used, NAS Thornton has the following waitlist enrollment process should numbers dictate:

1. Complete Step One, Step Two, and Step Three of the Enrollment process described below.
2. Weekly update provided to each family as to their position on the waitlist.
3. Adjust staffing design to accommodate enrollment demands.
4. As a school that operates day and night school, we enroll students in the first program available and make the option for changes available for each new quarter of school.
5. Proceed with Step Four and Step Five in the Enrollment Procedures.

Enrollment timeline and procedures

Enrollment Policy and Outreach NAS Thornton enrolls students at 4 times during the school year. This process has evolved over the years and provides for efficient and effective placement of students into the program for maximum opportunity for success. Here is an outline of the process:

<u>QUARTER ENROLLMENT REGISTRATION PERIOD</u>

Q1 July 1- October Count Day with Orientation prior to First Day of Enrollment
Q2 1 week before Q2 begins with Orientation prior to First Day of Enrollment
Q3 1 week before Q3 begins with Orientation prior to First Day of Enrollment
Q4 1 week before Q3 begins with Orientation prior to First Day of Enrollment

<u>REQUIRED DOCUMENTS TO REGISTER</u>

□ Birth certificate, valid passport, OR I-94
□ Immunization Record
□ School transcript(s)
□ Behavior Record
□ Attendance Record

□ Proof of address (e.g. utility bill or other “official" document showing name and address)
□ Photo ID - Parent/legal guardian’s photo ID, if the student is under the age of 18 or Student’s photo ID, if the student is over the age of 18

STEP ONE

- Check documents (MUST HAVE, EXCEPT TO THE EXTENT CONTRARY TO APPLICABLE LAW INCLUDING MCKINNEY-VENTO HOMELESS EDUCATION ASSISTANCE ACT))
    - o Birth Certificate, Passport, I-94 (NEW)
    - o Immunizations Record o School Transcripts (NEW) - 9th graders, new to country
    - o Behavior Record - Ask about suspensions and/or expulsions
    - o Attendance Record - Ask about truancy/past attendance concerns
    - o Proof of Address (ALL)
    - o Photo ID
        - ▪ Parent/Legal Guardian’s Photo ID, if the student is under the age of 18
        - ▪ Student’s ID, if student is over the age of 18
- Fill out Intent to Enroll/Record Request Form (if applicable)

STEP TWO

- ALL documents will be scanned
- Required forms: o Enrollment application o Lunch form (done online)
    - o Health form o Home Language Survey/Questionnaire
    - o AEC Survey (filled out by student)

STEP THREE

- Interview with Principal, Dean, and/or Behavior Interventionist
    - ○ Have you ever been suspended and/or expelled?
        - ■ If yes, why?
    - ○ Do you have a Behavior Record?
- Photo
- Orientation

STEP FOUR: ENGLISH TEST (WIDA SCREENER)

- NEW students only – once added to the DRC by district.

STEP FIVE: COUNSELORS

- Academic Planning
- Building of Schedule

NAS Colorado works with all three schools in the network to provide a marketing plan specific to the area the school is located in. The media plan to attract new students includes a comprehensive media buy in television, radio, internet, social media, billboards and/or bus shelters. This saturation primarily occurs leading up to the October count, but some elements exist all year as the reenrollment windows span the school year.

NAS Colorado has a website for the network that directs enrollment questions to the individual schools, as well as a network phone number that can be called at any time for questions and to leave a message. (See www.newamericaschool.org)

On the website there is a “CONTACT US TO ENROLL” tab that can be filled out that sends a notification to the school for possible enrollment. Once this is filled out and submitted, the following message appears: *Thank you for your interest in The New America School. A representative from one of our schools will contact you soon.”*

Interested enrollees can also contact the school directly at:
Thornton
303.991.0130
nas-thornton-info@newamericaschool.org
8978 Washington St.
Thornton, CO 80229

Once the prospective student makes contact, NAS Thornton has an enrollment process with documents necessary to complete enrollment. (see above)

Attachment 10: Charter School Agreed-Upon Fees and Services

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Charter Fees and Services Selection Form

SCHOOL:	The New America School	DATE:	6/10/25

Required Purchased Services

Service Description	Current Charge FY 24-25*	Estimated Charge FY 25-26*	Notes for 2025-2026 Amount*
Indirect Costs - C.R.S. 22-30.5-112(2)(a.5)			
Central Administrative Overhead	$103.20	$113.09	Per pupil
Direct Costs - C.R.S. 22-30.5-111.5 (1)(g) and C.R.S. 22-30.5-112(2)(b.5) (I)			
Charter Director and Liaison Services	$17,500.00	$17,500.00	Base cost per school
	$59.07/pupil	$49.65/pupil	Per pupil
Instructional Support Services	$54.66/pupil	$55.62/pupil	Per pupil
Operational Support Services	$130.94/pupil	$133.36/pupil	Per pupil
Licensing: Student Information System	$8.00/pupil	$8.00/pupil	Per Pupil
Frontline Enrich	$1,777.00	$1,466.00	Per School
Authorizing Software Platform	$737.50/school	$600.00/school	Fee is annual per school and includes online Reportwell access. Adams 12 Office of Charter Partnerships covers half of the invoice. The remaining balance is split evenly between the charter schools.
Raptor Technologies: a. Emergency Management b. Student Safe c. Visitor Management	N/A	a. Emergency Management:$1,814.80/ school b. Student Safe: $1,386.00/school c. Visitor Management:$635.25/school	Charges are per school. There is a July 1st annual renewal of Emergency Management, Visitor Management and Student Safe. *Schools who have opted to use Raptor for Volunteer Management have their own account through Raptor and will be billed for this usage separately.

* Please note these are estimates based on currently available information. There may be increases or decreases in the amount. Full description of services included in each fee listed in the Charter Fees and Services Companion document.

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Optional Annual Purchased Services

Please indicate if you would like to purchase (Yes) or decline (No) the following services for the upcoming school year:

Service Description	Current Charge FY 24-25*	Estimated Charge FY 25-26*	Notes for 2025-2026 Amounts*	Yes	No
Panorama Surveys: Family and Staff and/or Student	a. $1.33/family b. $1.33/pupil c. $1.33/staff	a. $1.10/family b. $1.10/pupil c. $1.10/staff	This survey is available to charters annually at the time the District administers the same survey. Costs noted are estimated pending the District's annual agreement with the vendor.		X
PublicSchoolWorks	$6.00/per FTE staff	$6.00/per FTE Staff	The district has transitioned from Schoology to PublicSchoolWorks. PublicSchoolWorks is now the District's primary learning management platform for staff development and curriculum resource warehousing, including the ML curriculum materials and other core curriculum materials. PublicSchoolWorks access is limited to certified staff, including teachers and administrators. It is not currently available for charter school students. Note: Role-specific content in PublicSchoolWorks is typically provided at no cost to relevant charter staff members.	X	
School Messenger	$1.30/student	$1.25/student	School Messenger is used for mass notification needs. It uses a web-based interface and utilizes multiple delivery options, including voice, text, e-mail, social media, desktop pop up, and website posting. It also allows instant translation of messages in multiple languages and integrates with Infinite Campus.	X	
Payforit Annual Contract	.30-.50% of Annual Transactions	.30-.50% of Annual Transactions	The PayForIt software is utilized by the District via a third-party vendor to manage online student fee payments as assigned in Infinite Campus.		X

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NWEA Map Testing	$9.50/student	$9.74/student	Purchasing this includes the provision of District correspondence regarding testing windows and around any changes or administrative or technical management to the MAP system, access to relevant training, and facilitation of the upload of student data, including teacher- and class-specific groups.		X
TS Gold Kindergarten Readiness Testing	$10.95/student	$11.95/student	Purchasing includes training and support with test administration, facilitation of the upload of data, management of the testing license, and submission of the data file to the state on behalf of the charter school.		X
Amplify/Dibels	$12.95/student	$12.50/student	Purchasing includes support with test administration, facilitation of the upload of data, management of the testing license, and submission of the data file to the state on behalf of the charter school. The charter school will use the same testing windows as all district-managed schools.		X
Records Storage and Management	Server Storage: $1.99 for 100 GB	Server Storage: $1.99 for 100 GB	Electronic archiving of school records beyond required student records. Server storage is charged monthly.		X
	Laserfiche license(s): fee is calculated on the # of licenses purchased.	Laserfiche License(s): $178/full license $5.34/per participant license Add ons: Laserfiche Forms $17.80	Electronic archiving of school records beyond required student records. Laserfiche license(s) are charged annually.		X

Aspire Special Education Alternative Licensure Reimbursement (DU and Adams 12 Partnership)	N/A	$6,750/staff member	Adams 12 is offering tuition and program reimbursement of up to $6,750 for cohort members. Charters can participate in this program. The charter employee will pay the fee upfront to ASPIRE and then, upon completion of the program, completion of PRAXIS exams, and given that they are in good standing in their current role, they will be reimbursed in one lump sum at the end. The charter school will pay the listed fee for the reimbursement.		X

* Please note these are estimates based on currently available information. There may be increases or decreases in the amount. Full description of services included in each fee listed in the Charter Fees and Services Companion document.

Optional As Needed Purchased Services

The following services may be purchased throughout the school year on an as needed basis by contacting the Director of Charter Partnerships and may be subject to availability.

Service Description	Current Charge FY 24-25*	Estimated Charge FY 25-26*	Notes for 2025-2026 Amounts*
Induction			
Teacher Induction	$400-1,300/inductee	$400-1,300/inductee	Per inductee. Fee depends on whether the inductee is participating in year one or year two of the program and whether the District assigns a mentor, and, if relevant, the assignment and stipend of a mentor.
Principal Induction	$700.00/inductee	$700.00/inductee	Per inductee. The one-year principal induction program cost includes the assignment of a mentor, stipend to assigned mentor, ongoing professional development, district program coordination, and clerical program support.
Special Service Provider (SSP) Induction	$400.00/inductee	$400.00/inductee	Cost is per inductee, per year. This two year induction is for service providers who need the SSP Professional license through CDE (eg: Nurses, Psychologists, School Counselors, School Social Workers, Speech Language Pathologists, Occupational Therapists, and Physical Therapists). The listed fee covers a district provided mentor. *Please note: If a service provider is a contracted employee, please contact the staffing agency to inquire if they offer an induction pathway before pursuing this

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			option.
Warehouse Purchased Items	Costs vary by item		At cost. Charter will be billed monthly.
Master Teacher Account for Para Academy courses	$44/staff member	$51.70/staff member	The fee covers a Master Teacher account for each paraprofessional enrolled.
Special Education Programming	hourly rate	hourly rate	Cost is based on staff member hourly salary.
Career and Technical Education Programming	$1,047 per one-hour, year-long class. $2,094 per two-hour, year-long class	$1,047 per one-hour, year-long class. $2,094 per two-hour, year-long class	Cost per semester class
Printing Services	Discounted "Youth Non-Profit Organization" rate	Discounted "Youth Non-Profit Organization" rate	Cost Per order
Transportation: a. Bus Driver b. Bus Paraprofessional c. Bus d. Small Vehicle Employee Drug Screen e. Small Vehicle Driver Training f. Small Vehicle Rental	a. $48.73/hr b. $32.65/hr c. $2.03/mile d. $38.00/employee e. $250/employee f. $.0.70/mile (current IRS rate)	a. $48.73/hr b. $32.65/hr c. $2.03/mile d. $38.00/employee e. $250/employee f. $.0.70/mile (current IRS rate)	Transportation services can be provided for field trips and other school events.
Transportation to and from school for students for whom transportation is legally required	N/A	District Negotiated Rate for Third Party Contractors	See NAS Contract language, Section 5.2
Facility Reservations: a. Education Support Center (ESC) Conference Rooms b. School Facilities c. Veterans Memorial Aquatic Center (VMAC) Pool	a-b: No Cost for reservation, there may be an hourly charge for custodial services, if needed. c. All Competitive Events require a $250.00 deposit at the time the Application is submitted.	a-b: No Cost, there may be an hourly charge for custodial services, if needed. c. All Competitive Events require a $250.00 deposit at the time the Application is submitted	a-b: For ESC and School Facilities reservations, please contact Jacob Johnston. c: For VMAC Pool reservations, please contact the Athletic facilities lead operator, Tammy Flores, tammy.j.florez@adams12.org. A reservation form will be provided to submit with the $250.00 deposit. Proof of Liability Insurance with Adams 12 Five Star Schools listed as additionally insured must be submitted with this form. A $25.00 non-refundable Application Fee will be applied when the reservation is confirmed. Adams 12 Charter Schools would receive a 35% discount on the actual pool/lane rental, but discounts will not be given for staffing fees or equipment.

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* Please note these are estimates based on currently available information. There may be increases or decreases in the amount. Full description of services included in each fee listed in the Charter Fees and Services Companion document. .

Please note these are estimates based on currently available information. These amounts may Increase or decrease based on actual costs and will be reconciled at the end of each fiscal year. Full description of services included in each fee listed in the Charter Fees and Services companion document.

Santiago Lopez — Representative — 6/11/25

Board President Signature — Date

6/10/25

School Leader Signature — Date

Attachment 11: Additional Rights and Responsibilities of the District and the School

Consistent with the priorities set forth by the Adams 12 Five Star Schools' Board of Education
(District BOE) in its February 15, 2023 Resolution Regarding New America School Thornton's
Charter Renewal Application, and subsequently negotiated between the District and New
America School Thornton, the following additional provisions are hereby established:

1. The school will hire and retain an outside Special Education Consultant to work with the SSS team to remain in compliance with state and federal statute for the entirety of the charter term.
2. The school must hire and retain qualified ELD and Special Education teachers/Service Providers by the start of the school year. In the event of turnover for these staff members, the school may not let more than three weeks elapse without a qualified staff member in these areas.
3. The school will work with the district's Executive Director of Secondary Options and Innovation Programming on a monthly basis to extend the school's capacity to execute an effective Competency Based Diploma Program.
4. The school will demonstrate substantial progress toward reaching a graduation rate of 67% based on the class of 2028 graduation data by improving its "best of 4, 5, 6, and 7 year annual graduation rate" by 15%. The school will show it has made substantial progress by achieving a "best of 4, 5, 6, and 7 year annual graduation" of 51.6% in school year 2024-2025 and 56.6% in school year 2025-2026.
5. The school will demonstrate substantial progress toward a "Meets" rating on the AEC SPF dropout rate by the fall of 2027, by achieving a dropout rate of 17% by 2027.