

Liberty Common School

2024 CHARTER RENEWAL APPLICATION

Submitted to Poudre School District
1 December 2023

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Poudre School District
Board of Education
2407 LaPorte Ave.
Fort Collins, CO 80521-2297

Dear Members of the Board:

Poudre School District's Charter establishing the operation of Liberty Common School is set for renewal in 2024. As such, the Liberty Common School Board of Directors hereby states its desire to renew its Charter with the Poudre School District. LCS proposes the best interest of the students and community is a charter-renewal period of 25 years renewing next in 2049. This term is consistent with LCS's previous renewal (Appendix H).

Furthermore, LCS's request envisions the maintenance of all existing state regulatory waivers and proposes one additional waiver corresponding to a specified new state law enacted since the school's last Charter renewal.

Originally granted through PSD in 1997, the Liberty Common School Charter was renewed in 2002 and amended in 2009 for the purposes of phasing in the addition of grades 10 – 12. In 2022, the school opened a second elementary campus with two tracks of K–4 students. This campus will serve three tracks of K–6 students by 2027. To accommodate matriculating junior-high students from the two elementary campuses, LCS intends to open a junior-high campus in August 2025, thus completing the school's expansion to a complete K–12 charter-public school of the Poudre School District.

At present, the K-12 enrollment is 1,475 students. Upon completion of the expansion, total enrollment is projected to be 2,555 students. There are approximately 1,000 students registered on the LCS lottery waiting for the next openings at the school to occur.

To accomplish the school's expanding enrollment, LCS will execute another bond issuance in the coming 2-4 years. Imposing another arbitrary 5-year-renewal term, as PSD unilaterally executed from 2019-2024, will explicitly detrimentally impact the interest rate of the impending bond. Causing a higher interest rate in this way will divert per-pupil, public-revenue funding away from PSD students, their classrooms and their teachers redirecting these scarce public funds instead toward the profits of financial institutions and private investors.

Over the course of LCS's 27-year history, the institution has successfully achieved, maintained – in fact, exemplified – legislative intentions of Colorado's Charter Schools Act, "to create a legitimate avenue for parents, teachers, and community members to take responsible risks and create new, innovative, and more flexible ways of educating" children within public-school systems.

Since its inception, LCS has proven its operational stability, academic dependability, community accountability, and fidelity to the State of Colorado. For example, the school has been recognized through the Colorado Department of Education's John J. Irwin School of Excellence Award in every year the award has been issued since 2000. The school is recognized by the national Core Knowledge Foundation as an Official Core Knowledge Visitation Site, and by the U.S. Department of Education as a Blue Ribbon School. In the 2023 rankings by U.S. News and World Report, Liberty Common School was ranked as follows:

#1 in Poudre School District R-1 Middle Schools
#1 in Poudre School District R-1 High Schools
#3 in Poudre School District R-1 Elementary Schools
#1 in Fort Collins, CO Metro Area High Schools
#2 in Colorado High Schools
#9 in Colorado Middle Schools
#21 in Colorado Elementary Schools
#2 in Colorado Charter Elementary Schools
#4 in Colorado Charter Middle Schools
#38 in Charter High Schools Nationally
#198 STEM High Schools Nationally

LCS's academic success is substantially attributable to its tour-de-force Academic Support Team (special education) which consists of 17 professional faculty members spanning its three campuses. The triumphs of the AST department are hereto appended in detail.

LCS proposes PSD retain 1.5% of PPR allotted to LCS annually for general-administration expenditures. LCS neither uses the District's Communications Office, nor its Personnel Services, yet the school has been paying for these general-administration services at a rate of 2% for many years. Further, PSD's budgetary increases for both Superintendent and Legal Services (Appendix B) from 2020-2024 are substantial, yet LCS will not receive services from PSD proportional to these increases. As LCS's full-enrollment projections come to fruition, the degree of this excess would increase in total dollars should the inflated 2% PPR retention be unilaterally sustained. Fairly setting PPR-retention at 1.5% more closely aligns fund proceeds to actual costs thus minimally impacting PSD's general-administration revenue as LCS completes its expansion.

Some features of the attached Renewal-Application Document include:

- Appendix A: Statement on special education and Academic Support Team
- Appendix B: Financial documentation
- Appendix C: Governance documentation
- Appendix D: Academic documentation
- Appendix E: Statement on facilities
- Appendix F: Waivers, including a new state-waiver request
- Appendix G: School Founders
- Appendix H: 2019 charter-renewal documentation
- Appendix I: 1996 PSD-LCS legal records

On behalf of the LCS Board of Directors, the school's administration, faculty, staff, parents, and most significantly the PSD students educated at LCS, I hereby ask your most favorable review and approval of our earnest proposal for renewal of the Charter between Poudre School District and Liberty Common School.

Very truly yours,

Todd Arndorfer
Chair of the Board of Liberty Common School

Appendix A

Statement on Special Education and Academic Support

Liberty Common School Academic-Support Department

Liberty Common School perennially achieves top academic scores in the state, not because the academic aptitude of the student body is somehow exceptional, but because the Academic-Support Team professionals are committed to maintaining high expectations for special-needs and struggling students to help them reach lofty academic goals.

Liberty Common School: K-6th-grade Academic Support

The mission of Liberty Common School's Academic Support Team (AST) is to ensure every student has access to the rich and rigorous curriculum which makes the school one of Colorado's premier public primary-education institutions.

LCS prioritizes early targeted intervention. Early intervention averts widening gaps in literacy and numeracy skills, results in students returning quickly to the general-education setting, and aids the school in accurately identifying students with disabilities receive the free appropriate public education to which they are entitled. Intervention provided by AST professional educators is targeted and intense. The goal is to graduate students from the intervention setting. LCS rejects the practice of labeling, ability-grouping, and removing students from the general-education setting based on disabilities and/or exceptionalities.

The school employs an in-house professional special educator to lead the Academic Support Team rather than relying upon contracted support services of its authorizer, Poudre School District. AST educators at LCS are committed to the mission and philosophy of the school. Each of the six full-time AST faculty members (more than typically employed by a school of 600 students) are proven academic content experts.

Referrals. The AST-referral process is the result of continual evaluation and refinement of intervention strategies over many years. Teachers execute the plurality of referrals after considering classroom performance, NWEA assessment data, and professional anecdotal observations.

The school also employs digital-diagnostic tools. *Star Reading* and *Aimsweb Plus* are regularly-administered diagnostic and monitoring tools for K-3 literacy and numeracy.

Some students are placed on a "watchful-eye" list before being referred to AST. These students do not conclusively meet criteria for immediate AST intervention, yet their performance data places them in a range where closer monitoring is appropriate and teacher-directed intervention is prioritized. The additional and more-focused monitoring and intervention allows for eventual referrals to be prompt, precluding to the greatest possible extent an extended absence from the general-education classroom. Students retain their watchful-eye status upon promotion.

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The bulk of K-3 AST work focuses on literacy consistent with the school's accentuation of literacy's applicability to wisdom and academic success. The primary literacy-intervention tools are based upon the *Science of Reading* philosophy as expounded upon in Voyager Sopris' LETRS program. The AST professionals at LCS expertly administer the program to struggling scholars, helping them achieve grade-level competency expeditiously.

For 4th-6th-grade students, AST focuses on supporting and reinforcing an increasingly difficult curriculum. This is especially true for math, as difficulty and complexity increase more rapidly during these years. It is also more common for 4th-6th-grade students to struggle with creative and perspective writing. AST assists with teaching composition knowledge, and skill instruction such as creating outlines using a dictionary.

Extended-Learning Opportunities

A defining and unique quality of AST at LCS is Extended-Learning Opportunities (ELO). Every K-6th-grade classroom dedicates one-half hour per day to ELO, during which no core-content instruction is suspended. Students excelling in all academic subjects use ELO time for learning enrichment, engaging with a current curricular unit of particular interest, or reading from the Great Books List.

Intermediate students use this time receiving additional help from teachers with classwork or the prior-night's homework. Students struggling with achieving mastery in a particular unit are afforded additional instruction or skills practice.

Students in need of targeted intervention spend ELO time with AST instructors. This efficacious thirty minutes of focused academic support is a critical ingredient for a successful and gratifying AST experience for students and their instructors.

Liberty Common School: 7th-12th-grade Academic Support

Liberty Common School's proven teaching methods, rich curriculum, and strong character education reaches the majority of students and helps bring about amazing learning, high achievement, and strong character. While students are expected to reach a high bar, their parents are also asked to reinforce lessons at home. For most students, this is enough to achieve impressive academic success. When a student needs more than this to achieve at grade level, the school is quick to intervene.

The mission of the AST at Liberty Common High School is to collaborate with parents and teachers to provide targeted academic support and intervention to ensure all students have access to the contextual body of organized knowledge, the values of a democratic society, and the skills of learning taught at Liberty Common School.

The Academic Support Team supports students who are at-risk academically by addressing barriers to their success, focusing on early intervention. AST improves student success toward

mature literacy and independence by providing specialized instruction. AST addresses concerns through many avenues: Response to Intervention, Multi-Tiered Systems of Support, English-Language Acquisition, 504 plans, Advanced-Learning plans, guided study, and special education. Support is given judiciously and only as needed, but a student does not need a documented plan in order to receive AST support. AST intervenes while still ensuring students receiving support continue to be educated with the Core Knowledge and classical/college-preparatory curricula. When difficulties arise, the following steps occur. Students move to the next step if improvements are not seen.

1. General-education teachers work with the student and his or her parent/s to alleviate the problem.
2. Through referral, the Student Teacher Assistance Team (STAT) – a group composed of general educators, administrator/s, and AST representative/s – brainstorms ideas and solutions in order to best support the student while simultaneously ensuring the least-invasive intervention is being suggested and subsequently implemented.
3. The student may be referred to AST for further intervention and support through the RtI process (Response to Intervention). STAT monitors progress and may revisit to change the plan as needed.
4. If steps 1-3 do not remediate the issue, STAT may refer a student for further evaluation. Written permission from parents is required before further evaluation can take place.

Parents are apprised of this process along the way and are encouraged to support their children in any manner they can to bring academic success. Questions about this process are directed to the classroom teacher or the Academic Support Coordinator.

Projects and Tactics in Support of the AST Mission:

Liberty 101. Liberty 101 is an in-person meeting between the student, parents, and AST members. It usually lasts about an hour and is held after a school day. A student is often referred to Liberty 101 by a teacher who notices the student struggles with one or more academic skills, but parents may reach out to the AST to inquire whether Liberty 101 might help their student. CLICK HERE for documents utilized in *Liberty 101*.

Study Skills. The AST Department works with students needing additional support to learn or practice study skills. The content of these strategy sessions includes test preparation, study techniques, and procrastination mitigation, and is available online for students and parents to use in collaboration. CLICK HERE

Note-taking. Good note-taking is crucial for test preparation, skill mastery, essay writing, context building, and overall success as a Liberty student. CLICK HERE for note-taking strategies and tips for struggling students.

Reading Comprehension and Annotation. Managing the volume of several reading assignments, staying focused while reading, and reading comprehension are critical components of achieving

moral literacy and wisdom. The Academic Support Team works with students struggling with reading to ensure access to the rich curriculum is sustained. CLICK HERE

Projects-and-Assessments Calendar. The faculty and administration at LCS recognize how the rigor and demands of the curriculum push students to the edge of their academic limits. To support students' academic journeys, the school maintains a *Projects-and-Assessments Calendar,* which allows teachers an opportunity to schedule large assignments without overlapping due dates. CLICK HERE.

AST Highlights from the 2022-2023 Academic Year

High School

- Liberty 101 after-school instruction increased by 20% serving 28 families to-date.
- Improved documentation and notification in the school's proprietary Student-Notes system.
- Created Student-Family Guide for families to better understand post-graduation options for students with disabilities. This was achieved in collaborated with Mrs. Diane Campbell, Support Service at CSU, and Front Range office for transition services.
- Continue to support students with specific emotional needs such as suicidal ideation, eating disorder, anxiety, absences, and long-term mental-health treatment. The number of these students increased by 16% over last year.
- Testing Center provided 2,011 tests to students in the first semester.

Plato Elementary Campus

- In the 2021-2022 school year, the literacy division of AST remediated all new symptoms of special-education-level Dyslexia.
- Key service providers from that team, formerly paraprofessionals, became our new literacy specialists.
- Induction presentations regarding special education and MTSS give new teachers a "deep dive" into meeting the needs of students with disabilities.
- Presented at the Core Knowledge Network convention: "Strategies for Identifying and Serving Struggling Learners in a Core Knowledge School."

Aristotle Elementary Campus

- Opened new Aristotle campus and developed a strong cohesive team.

- 1st-grade IEP student with severe ADHD and sensory-processing disorder had drastic behavioral improvement. Went from ripping items off the walls to quietly sitting at his integrated desk and raising his hand.
- Substantial academic gains from all students.
- Kindergarten student on an IEP went from having 2-word phrases to speaking in legible sentences consistently and reading Kindergarten readers.
- Graduated 2 students from IEPs.
- Incorporated a student with Cerebral Palsy into our campus.
- Established homework booster for students in 3rd and 4th grade that are lower academically and need extra help keeping up with Liberty's academic standards.

Appendix B

Financial Documentation

- **Bond Amortization**
- **Accounting Support: PSD General Administration PPR Retention**
- **FY2023-2024 Adopted Budget**
- **S&P Ratings Report**

Colorado Educational and Cultural Facilities Authority (Liberty Common Project) Charter School Refunding and Improveme

Deal Key: COLO314CSERIR **Bond Fund: 48512000** **Fixed Rate**

Dated: 3/20/2014

Serial Maturities: 2015-2024

Term Mat 2021, 2029, 2034, 2039, 2044

Payment Date		Principal	Interest	Total	Balance Outstanding	Due M/N	Interest Rate	Principal Amount	Six-months Interest
					$15,150,000				
15-Jan	2014	$0	$0.00	$0.00	$15,150,000	2014			
15-Jul	2014	$0	$201,033.07	$201,033.07	$15,150,000	2014			
15-Jan	2015	$215,000	$344,628.13	$559,628.13	$14,935,000	2015	3.000%	$215,000	$3,225.00
15-Jul	2015	$0	$341,403.13	$341,403.13	$14,935,000	2015			$0.00
15-Jan	2016	$280,000	$341,403.13	$621,403.13	$14,655,000	2016	3.000%	$280,000	$4,200.00
15-Jul	2016	$0	$337,203.13	$337,203.13	$14,655,000	2016			$0.00
15-Jan	2017	$290,000	$337,203.13	$627,203.13	$14,365,000	2017	3.000%	$290,000	$4,350.00
15-Jul	2017	$0	$332,853.13	$332,853.13	$14,365,000	2017			$0.00
15-Jan	2018	$295,000	$332,853.13	$627,853.13	$14,070,000	2018	3.000%	$295,000	$4,425.00
15-Jul	2018	$0	$328,428.13	$328,428.13	$14,070,000	2018			$0.00
15-Jan	2019	$305,000	$328,428.13	$633,428.13	$13,765,000	2019	4.000%	$305,000	$6,100.00
15-Jul	2019	$0	$322,328.13	$322,328.13	$13,765,000	2019			$0.00
15-Jan	2020 *	$320,000	$322,328.13	$642,328.13	$13,445,000	2020	3.000%	$320,000	$4,800.00
15-Jul	2020	$0	$317,528.13	$317,528.13	$13,445,000	2020			$0.00
15-Jan	2021 *	$325,000	$317,528.13	$642,528.13	$13,120,000	2021	3.000%	$325,000	$4,875.00
15-Jul	2021	$0	$312,653.13	$312,653.13	$13,120,000	2021			$0.00
15-Jan	2022	$335,000	$312,653.13	$647,653.13	$12,785,000	2022	3.125%	$335,000	$5,234.38
15-Jul	2022	$0	$307,418.75	$307,418.75	$12,785,000	2022			$0.00
15-Jan	2023	$345,000	$307,418.75	$652,418.75	$12,440,000	2023	3.250%	$345,000	$5,606.25
15-Jul	2023	$0	$301,812.50	$301,812.50	$12,440,000	2023			$0.00
15-Jan	2024	$360,000	$301,812.50	$661,812.50	$12,080,000	2024	3.500%	$360,000	$6,300.00
15-Jul	2024	$0	$295,512.50	$295,512.50	$12,080,000	2024			$0.00
15-Jan	2025	$370,000	$295,512.50	$665,512.50	$11,710,000	2025	5.000%	$370,000	$9,250.00
15-Jul	2025	$0	$286,262.50	$286,262.50	$11,710,000	2025			$0.00
15-Jan	2026 *	$390,000	$286,262.50	$676,262.50	$11,320,000	2026	5.000%	$390,000	$9,750.00
15-Jul	2026	$0	$276,512.50	$276,512.50	$11,320,000	2026			
15-Jan	2027 *	$410,000	$276,512.50	$686,512.50	$10,910,000	2027	5.000%	$410,000	$10,250.00
15-Jul	2027	$0	$266,262.50	$266,262.50	$10,910,000	2027			
15-Jan	2028 *	$430,000	$266,262.50	$696,262.50	$10,480,000	2028	5.000%	$430,000	$10,750.00
15-Jul	2028	$0	$255,512.50	$255,512.50	$10,480,000	2028			
15-Jan	2029 *	$450,000	$255,512.50	$705,512.50	$10,030,000	2029	5.000%	$450,000	$11,250.00
15-Jul	2029	$0	$244,262.50	$244,262.50	$10,030,000	2029			
15-Jan	2030 *	$475,000	$244,262.50	$719,262.50	$9,555,000	2030	4.500%	$475,000	$10,687.50
15-Jul	2030	$0	$233,575.00	$233,575.00	$9,555,000	2030			
15-Jan	2031 *	$495,000	$233,575.00	$728,575.00	$9,060,000	2031	4.500%	$495,000	$11,137.50
15-Jul	2031	$0	$222,437.50	$222,437.50	$9,060,000	2031			
15-Jan	2032 *	$520,000	$222,437.50	$742,437.50	$8,540,000	2032	4.500%	$520,000	$11,700.00
15-Jul	2032	$0	$210,737.50	$210,737.50	$8,540,000	2032			
15-Jan	2033 *	$540,000	$210,737.50	$750,737.50	$8,000,000	2033	4.500%	$540,000	$12,150.00
15-Jul	2033	$0	$198,587.50	$198,587.50	$8,000,000	2033			
15-Jan	2034 *	$565,000	$198,587.50	$763,587.50	$7,435,000	2034	4.500%	$565,000	$12,712.50
15-Jul	2034	$0	$185,875.00	$185,875.00	$7,435,000	2034			

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Deal Key: COLO314CSERIR **Bond Fund: 48512000** **Fixed Rate**

Dated: 3/20/2014

Serial Maturities: 2015-2024

Term Mat 2021, 2029, 2034, 2039, 2044

Payment Date			Principal	Interest	Total	Balance Outstanding	Due M/N	Interest Rate	Principal Amount	Six-months Interest
15-Jan	2035	*	$590,000	$185,875.00	$775,875.00	$6,845,000	2035	5.000%	$590,000	$14,750.00
15-Jul	2035		$0	$171,125.00	$171,125.00	$6,845,000	2035			
15-Jan	2036	*	$620,000	$171,125.00	$791,125.00	$6,225,000	2036	5.000%	$620,000	$15,500.00
15-Jul	2036		$0	$155,625.00	$155,625.00	$6,225,000	2036			
15-Jan	2037	*	$650,000	$155,625.00	$805,625.00	$5,575,000	2037	5.000%	$650,000	$16,250.00
15-Jul	2037		$0	$139,375.00	$139,375.00	$5,575,000	2037			
15-Jan	2038	*	$685,000	$139,375.00	$824,375.00	$4,890,000	2038	5.000%	$685,000	$17,125.00
15-Jul	2038		$0	$122,250.00	$122,250.00	$4,890,000	2038			
15-Jan	2039	*	$720,000	$122,250.00	$842,250.00	$4,170,000	2039	5.000%	$720,000	$18,000.00
15-Jul	2039		$0	$104,250.00	$104,250.00	$4,170,000	2039			$0.00
15-Jan	2040	*	$755,000	$104,250.00	$859,250.00	$3,415,000	2040	5.000%	$755,000	$18,875.00
15-Jul	2040		$0	$85,375.00	$85,375.00	$3,415,000	2040			$0.00
15-Jan	2041	*	$795,000	$85,375.00	$880,375.00	$2,620,000	2041	5.000%	$795,000	$19,875.00
15-Jul	2041		$0	$65,500.00	$65,500.00	$2,620,000	2041			$0.00
15-Jan	2042	*	$830,000	$65,500.00	$895,500.00	$1,790,000	2042	5.000%	$830,000	$20,750.00
15-Jul	2042		$0	$44,750.00	$44,750.00	$1,790,000	2042			$0.00
15-Jan	2043	*	$875,000	$44,750.00	$919,750.00	$915,000	2043	5.000%	$875,000	$21,875.00
15-Jul	2043		$0	$22,875.00	$22,875.00	$915,000	2043			$0.00
15-Jan	2044	*	$915,000	$22,875.00	$937,875.00	$0	2044	5.000%	$915,000	$22,875.00
			$15,150,000	###########	$28,672,242.45				$15,150,000	$344,628.13

First Interest Pmt: $344,628.13 div. by 180 days x 105 days (3/31-7/14 $201,033.07

* Term bonds

BOND DEBT SERVICE

D A DAVIDSON
FIXED INCOME CAPITAL MARKETS

COLORADO EDUCATIONAL AND CULTURAL FACILITIES AUTHORITY
CHARTER SCHOOL REVENUE BONDS, SERIES 2015
(LIBERTY COMMON PROJECT)
$750K Cash Contribution, Assumes Moral Ob., 30-Year Term, 1/15/25 Par Call
FINAL PRICING

Dated Date	12/23/2015
Delivery Date	12/23/2015

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/15/2016			61,178.65	61,178.65	
01/15/2017	55,000	2.000%	54,515.63	109,515.63	170,694.28
07/15/2017			53,965.63	53,965.63	
01/15/2018	70,000	2.000%	53,965.63	123,965.63	177,931.26
07/15/2018			53,265.63	53,265.63	
01/15/2019	70,000	2.000%	53,265.63	123,265.63	176,531.26
07/15/2019			52,565.63	52,565.63	
01/15/2020	70,000	2.000%	52,565.63	122,565.63	175,131.26
07/15/2020			51,865.63	51,865.63	
01/15/2021	70,000	2.000%	51,865.63	121,865.63	173,731.26
07/15/2021			51,165.63	51,165.63	
01/15/2022	75,000	2.000%	51,165.63	126,165.63	177,331.26
07/15/2022			50,415.63	50,415.63	
01/15/2023	75,000	3.000%	50,415.63	125,415.63	175,831.26
07/15/2023			49,290.63	49,290.63	
01/15/2024	75,000	3.000%	49,290.63	124,290.63	173,581.26
07/15/2024			48,165.63	48,165.63	
01/15/2025	80,000	3.000%	48,165.63	128,165.63	176,331.26
07/15/2025			46,965.63	46,965.63	
01/15/2026	80,000	3.000%	46,965.63	126,965.63	173,931.26
07/15/2026			45,765.63	45,765.63	
01/15/2027	85,000	3.000%	45,765.63	130,765.63	176,531.26
07/15/2027			44,490.63	44,490.63	
01/15/2028	85,000	3.000%	44,490.63	129,490.63	173,981.26
07/15/2028			43,215.63	43,215.63	
01/15/2029	90,000	3.375%	43,215.63	133,215.63	176,431.26
07/15/2029			41,696.88	41,696.88	
01/15/2030	90,000	3.375%	41,696.88	131,696.88	173,393.76
07/15/2030			40,178.13	40,178.13	
01/15/2031	95,000	3.375%	40,178.13	135,178.13	175,356.26
07/15/2031			38,575.00	38,575.00	
01/15/2032	100,000	3.375%	38,575.00	138,575.00	177,150.00
07/15/2032			36,887.50	36,887.50	
01/15/2033	100,000	3.375%	36,887.50	136,887.50	173,775.00
07/15/2033			35,200.00	35,200.00	
01/15/2034	105,000	4.000%	35,200.00	140,200.00	175,400.00
07/15/2034			33,100.00	33,100.00	
01/15/2035	110,000	4.000%	33,100.00	143,100.00	176,200.00
07/15/2035			30,900.00	30,900.00	
01/15/2036	115,000	4.000%	30,900.00	145,900.00	176,800.00
07/15/2036			28,600.00	28,600.00	
01/15/2037	120,000	4.000%	28,600.00	148,600.00	177,200.00
07/15/2037			26,200.00	26,200.00	
01/15/2038	125,000	4.000%	26,200.00	151,200.00	177,400.00
07/15/2038			23,700.00	23,700.00	
01/15/2039	130,000	4.000%	23,700.00	153,700.00	177,400.00
07/15/2039			21,100.00	21,100.00	
01/15/2040	135,000	4.000%	21,100.00	156,100.00	177,200.00
07/15/2040			18,400.00	18,400.00	
01/15/2041	140,000	4.000%	18,400.00	158,400.00	176,800.00
07/15/2041			15,600.00	15,600.00	
01/15/2042	145,000	4.000%	15,600.00	160,600.00	176,200.00
07/15/2042			12,700.00	12,700.00	
01/15/2043	150,000	4.000%	12,700.00	162,700.00	175,400.00
07/15/2043			9,700.00	9,700.00	
01/15/2044	155,000	4.000%	9,700.00	164,700.00	174,400.00
07/15/2044			6,600.00	6,600.00	
01/15/2045	160,000	4.000%	6,600.00	166,600.00	173,200.00
07/15/2045			3,400.00	3,400.00	
01/15/2046	170,000	4.000%	3,400.00	173,400.00	176,800.00
	3,125,000		2,143,044.42	5,268,044.42	5,268,044.42

Colorado Educational and Cultural Facilities Authority (Liberty Common Project) Charter School Refunding and Improvement R
Deal Key: COLO314CSERIR **Bond Fund: 48512000** **Fixed Rate**
Dated: 3/20/2014
Serial Maturities: none
Term Maturities: 2044

Payment Date		Principal	Interest	Total	Balance Outstanding	Due M/N	Interest Rate	Principal Amount	Six-months Interest
					$1,640,000				
15-Jul	2014	$0	$26,906.25	$26,906.25	$1,640,000	2014			
15-Jan	2015	$20,000	$46,125.00	$66,125.00	$1,620,000	2015	5.625%	$20,000	$562.50
15-Jul	2015	$0	$45,562.50	$45,562.50	$1,620,000	2015			$0.00
15-Jan	2016	$25,000	$45,562.50	$70,562.50	$1,595,000	2016	5.625%	$25,000	$703.13
15-Jul	2016	$0	$44,859.38	$44,859.38	$1,595,000	2016			$0.00
15-Jan	2017	$25,000	$44,859.38	$69,859.38	$1,570,000	2017	5.625%	$25,000	$703.13
15-Jul	2017	$0	$44,156.25	$44,156.25	$1,570,000	2017			$0.00
15-Jan	2018	$25,000	$44,156.25	$69,156.25	$1,545,000	2018	5.625%	$25,000	$703.13
15-Jul	2018	$0	$43,453.13	$43,453.13	$1,545,000	2018			$0.00
15-Jan	2019	$25,000	$43,453.13	$68,453.13	$1,520,000	2019	5.625%	$25,000	$703.13
15-Jul	2019	$0	$42,750.00	$42,750.00	$1,520,000	2019			$0.00
15-Jan	2020	$30,000	$42,750.00	$72,750.00	$1,490,000	2020	5.625%	$30,000	$843.75
15-Jul	2020	$0	$41,906.25	$41,906.25	$1,490,000	2020			$0.00
15-Jan	2021	$30,000	$41,906.25	$71,906.25	$1,460,000	2021	5.625%	$30,000	$843.75
15-Jul	2021	$0	$41,062.50	$41,062.50	$1,460,000	2021			$0.00
15-Jan	2022	$30,000	$41,062.50	$71,062.50	$1,430,000	2022	5.625%	$30,000	$843.75
15-Jul	2022	$0	$40,218.75	$40,218.75	$1,430,000	2022			$0.00
15-Jan	2023	$35,000	$40,218.75	$75,218.75	$1,395,000	2023	5.625%	$35,000	$984.38
15-Jul	2023	$0	$39,234.38	$39,234.38	$1,395,000	2023			$0.00
15-Jan	2024	$35,000	$39,234.38	$74,234.38	$1,360,000	2024	5.625%	$35,000	$984.38
15-Jul	2024	$0	$38,250.00	$38,250.00	$1,360,000	2024			$0.00
15-Jan	2025	$40,000	$38,250.00	$78,250.00	$1,320,000	2025	5.625%	$40,000	$1,125.00
15-Jul	2025	$0	$37,125.00	$37,125.00	$1,320,000	2025			$0.00
15-Jan	2026	$40,000	$37,125.00	$77,125.00	$1,280,000	2026	5.625%	$40,000	$1,125.00
15-Jul	2026	$0	$36,000.00	$36,000.00	$1,280,000	2026			$0.00
15-Jan	2027	$45,000	$36,000.00	$81,000.00	$1,235,000	2027	5.625%	$45,000	$1,265.63
15-Jul	2027	$0	$34,734.38	$34,734.38	$1,235,000	2027			$0.00
15-Jan	2028	$45,000	$34,734.38	$79,734.38	$1,190,000	2028	5.625%	$45,000	$1,265.63
15-Jul	2028	$0	$33,468.75	$33,468.75	$1,190,000	2028			$0.00
15-Jan	2029	$45,000	$33,468.75	$78,468.75	$1,145,000	2029	5.625%	$45,000	$1,265.63
15-Jul	2029	$0	$32,203.13	$32,203.13	$1,145,000	2029			$0.00
15-Jan	2030	$50,000	$32,203.13	$82,203.13	$1,095,000	2030	5.625%	$50,000	$1,406.25
15-Jul	2030	$0	$30,796.88	$30,796.88	$1,095,000	2030			$0.00
15-Jan	2031	$55,000	$30,796.88	$85,796.88	$1,040,000	2031	5.625%	$55,000	$1,546.88
15-Jul	2031	$0	$29,250.00	$29,250.00	$1,040,000	2031			$0.00
15-Jan	2032	$55,000	$29,250.00	$84,250.00	$985,000	2032	5.625%	$55,000	$1,546.88
15-Jul	2032	$0	$27,703.13	$27,703.13	$985,000	2032			$0.00
15-Jan	2033	$60,000	$27,703.13	$87,703.13	$925,000	2033	5.625%	$60,000	$1,687.50
15-Jul	2033	$0	$26,015.63	$26,015.63	$925,000	2033			$0.00
15-Jan	2034	$65,000	$26,015.63	$91,015.63	$860,000	2034	5.625%	$65,000	$1,828.13
15-Jul	2034	$0	$24,187.50	$24,187.50	$860,000	2034			$0.00
15-Jan	2035	$65,000	$24,187.50	$89,187.50	$795,000	2035	5.625%	$65,000	$1,828.13
15-Jul	2035	$0	$22,359.38	$22,359.38	$795,000	2035			$0.00
15-Jan	2036	$70,000	$22,359.38	$92,359.38	$725,000	2036	5.625%	$70,000	$1,968.75
15-Jul	2036	$0	$20,390.63	$20,390.63	$725,000	2036			$0.00
15-Jan	2037	$75,000	$20,390.63	$95,390.63	$650,000	2037	5.625%	$75,000	$2,109.38
15-Jul	2037	$0	$18,281.25	$18,281.25	$650,000	2037			$0.00
15-Jan	2038	$80,000	$18,281.25	$98,281.25	$570,000	2038	5.625%	$80,000	$2,250.00

15-Jul	2038	$0	$16,031.25	$16,031.25	$570,000	2038			$0.00
15-Jan	2039	$85,000	$16,031.25	$101,031.25	$485,000	2039	5.625%	$85,000	$2,390.63
15-Jul	2039	$0	$13,640.63	$13,640.63	$485,000	2039			$0.00
15-Jan	2040	$85,000	$13,640.63	$98,640.63	$400,000	2040	5.625%	$85,000	$2,390.63
15-Jul	2040	$0	$11,250.00	$11,250.00	$400,000	2040			$0.00
15-Jan	2041	$90,000	$11,250.00	$101,250.00	$310,000	2041	5.625%	$90,000	$2,531.25
15-Jul	2041	$0	$8,718.75	$8,718.75	$310,000	2041			$0.00
15-Jan	2042	$95,000	$8,718.75	$103,718.75	$215,000	2042	5.625%	$95,000	$2,671.88
15-Jul	2042	$0	$6,046.88	$6,046.88	$215,000	2042			$0.00
15-Jan	2043	$105,000	$6,046.88	$111,046.88	$110,000	2043	5.625%	$105,000	$2,953.13
15-Jul	2043	$0	$3,093.75	$3,093.75	$110,000	2043			$0.00
15-Jan	2044	$110,000	$3,093.75	$113,093.75	$0	2044	5.625%	$110,000	$3,093.75
		$1,640,000	$1,778,531.25	$3,418,531.25				$1,640,000	$46,125.00

First Interest Pmt: $46,125 div. by 180 days x 105 days (3/31-7/14) = $26,906.25

	Act	Act	Act	Bud	Forecast	Forecast	Forecast	Forecast
	2020-2021	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**
LCS FPC	1145.9	1134.4	1341.5	1448.5	1532	1601	1682	1739
PPR	$ 7,662	$ 8,418	$ 9,036	$ 10,024	$ 10,683	$ 11,281	$ 11,913	$ 12,580
Total Disbursement to LCS	$ 8,779,886	$ 9,549,379	$ 12,121,794	$ 14,519,764	$ 16,366,356	$ 18,061,278	$ 20,037,662	$ 21,876,839
2% of PPR Calc	$ 175,598	$ 194,914	$ 243,754	$ 290,395	$ 327,327	$ 361,226	$ 400,753	$ 437,537
LCS Amount / Student	153.2	171.8	181.7	200.5	213.7	225.6	238.3	251.6
PSD Amount / Student	157.5	174.5	199.7	227.1				
LCS Amount / Student of Consumed Services	126.7	141.5	158.0	181.9				
LCS Amount w/ Consumed Services	$ 145,242	$ 160,545	$ 211,936	$ 263,459	*$ 297,195*	*$ 335,252*	*$ 378,181*	*$ 426,608*
% of PPR	1.65%	1.68%	1.75%	1.81%	*1.82%*	*1.86%*	*1.89%*	*1.95%*
LCS Savings	$ 30,356	$ 34,369	$ 31,818	$ 26,936				
YoY Actual Incrase to Liberty		11%	25%	19%				
Board of Education	257,929.80	161,317.60	200,651.95	268,935.24				
Elections	0.00	188,921.26	0.00	173,000.00				
Superintendent	407,680.02	823,950.39	1,173,703.57	1,269,856.00				
Assistant Superintendents/Schools	870,674.38	697,283.09	750,668.87	898,543.00				
District Professional Services/Legal Services	416,673.53	488,927.59	731,130.76	731,130.76				
County Treasurer Fees	403,353.61	414,911.90	418,657.14	418,657.14				
Communications Office	*145,568.80*	*192,552.16*	*263,631.53*	*291,760.00*	*not a consumed service*			
Business/Financial Services	733,848.50	771,629.31	792,892.16	888,715.00				
Information Systems	535,843.53	465,118.29	576,062.16	664,761.00				
Personnel Services	*734,459.57*	*741,509.05*	*961,396.02*	*1,030,613.00*	*not a consumed service*			
Total	4,506,031.74	4,946,120.64	5,868,794.16	6,635,971.14				
PSD Funded Pupil Count	28,607.70	28,349.00	29,393.80	29,214.20				
LCS Services	3,626,003.37	4,012,059.43	4,643,766.61	5,313,598.14				
LCS Services/PSD Pupil	126.7	141.5	158.0	181.9				
		12%	12%	15%				

FY2023-2024 UNIFORM BUDGET

Liberty Common School School Code: 1520 Adopted Budget Adopted: May 25, 2023 Budgeted Pupil Count: 1,420	**Object Source**	**11 Charter School Fund**	**22 Governmental Designated Grants Fund**	**23 Pupil Activity**	**(26-29) Other Special Revenue**	**41 Building Fund**	**43 Capital Reserve Capital Projects**	**50 Enterprise Funds**	**74 Pupil Activity Custodial**	**TOTAL**
Beginning Fund Balance* Estimate (Includes All Reserves)		5,441,275	(12,188)	40,465	611,466	120,666	255,374	2,688,673	14,350	9,160,081
Revenues										
Local Sources	1000 - 1999	3,095,180	-	237,000	350,000	-		1,316,157	-	4,998,337
Intermediate Sources	2000 - 2999	-	-	-	-	-	-	-	-	-
State Sources	3000 - 3999	1,227,505	-	-	-	-	-	-	-	1,227,505
Federal Sources	4000 - 4999	-	-	-	-	-	-	-	-	-
Total Revenues		4,322,685	-	237,000	350,000	-	-	1,316,157	-	6,225,842
Total Beginning Fund Balance and Reserves		9,763,960	(12,188)	277,465	961,466	120,666	255,374	4,004,830	14,350	15,385,923
Total Allocations To/From Other Funds	5600,5700, 5800	14,234,549	-	-	-	-	-	-	-	14,234,549
Transfers To/From Other Funds	5200 - 5300	(150,000)	-	150,000	-	-	-	-	-	-
Other Sources	5100,5400, 5500,5900, 5990, 5991	-	-	-	-	-	-	-	-	-
Available Beginning Fund Balance & Revenues (Plus Or Minus (If Revenue) Allocations And Transfers)		23,848,509	(12,188)	427,465	961,466	120,666	255,374	4,004,830	14,350	29,620,472
Expenditures										
Instruction - Program 0010 to 2099										
Salaries	0100	6,603,831	-	164,207	-	-	-	-	-	6,768,038
Employee Benefits, including object 0280	0200	2,422,950	-	26,825	-	-	-	-	-	2,449,775
Purchased Services	0300,0400, 0500	398,354	-	31,255	-	-	-	-	-	429,609
Supplies and Materials	0600	322,700	-	38,289	-	-	-	-	-	360,989
Property	0700	86,500	-	4,765	-	-	-	-	-	91,265
Other	0800, 0900	2,800	-	22,879	200,000	-	-	-	-	225,679
Total Instruction		9,837,134	-	288,220	200,000	-	-	-	-	10,325,354
Supporting Services										
Students - Program 2100										
Salaries	0100	637,157	-	-	-	-	-	-	-	637,157
Employee Benefits, including object 0280	0200	229,458	-	-	-	-	-	-	-	229,458
Purchased Services	0300,0400, 0500	4,154	-	-	-	-	-	-	-	4,154
Supplies and Materials	0600	30,000	-	-	-	-	-	-	-	30,000
Property	0700	-	-	-	-	-	-	-	-	-
Other	0800, 0900	3,000	-	-	-	-	-	-	-	3,000
Total Students		903,769	-	-	-	-	-	-	-	903,769

FY2023-2024 UNIFORM BUDGET

Liberty Common School School Code: 1520 Adopted Budget Adopted: May 25, 2023 Budgeted Pupil Count: 1,420	Object Source	11 Charter School Fund	22 Governmental Designated Grants Fund	23 Pupil Activity	(26-29) Other Special Revenue	41 Building Fund	43 Capital Reserve Capital Projects	50 Enterprise Funds	74 Pupil Activity Custodial	TOTAL
Instructional Staff - Program 2200										
Salaries	0100	326,846	-	-	-	-	-	-	-	326,846
Employee Benefits, including object 0280	0200	110,115	-	-	-	-	-	-	-	110,115
Purchased Services	0300,0400, 0500	226,808	-	-	-	-	-	-	-	226,808
Supplies and Materials	0600	57,600	-	-	-	-	-	-	-	57,600
Property	0700	197,700	-	-	-	-	-	-	-	197,700
Other	0800, 0900	-	-	-	-	-	-	-	-	-
Total Instructional Staff		919,069	-	-	-	-	-	-	-	919,069
General Administration - Program 2300, including Program 2303 and 2304										
Salaries	0100	-	-	-	-	-	-	-	-	-
Employee Benefits, including object 0280	0200	-	-	-	-	-	-	-	-	-
Purchased Services	0300,0400, 0500	314,000	-	-	-	-	-	-	-	314,000
Supplies and Materials	0600	2,000	-	-	-	-	-	-	-	2,000
Property	0700	-	-	-	-	-	-	-	-	-
Other	0800, 0900	-	-	-	-	-	-	-	-	-
Total School Administration		316,000	-	-	-	-	-	-	-	316,000
School Administration - Program 2400										
Salaries	0100	1,032,259	-	-	-	-	-	-	-	1,032,259
Employee Benefits, including object 0280	0200	309,498	-	-	-	-	-	-	-	309,498
Purchased Services	0300,0400, 0500	46,986	-	-	-	-	-	-	-	46,986
Supplies and Materials	0600	17,400	-	-	-	-	-	-	-	17,400
Property	0700	-	-	-	-	-	-	-	-	-
Other	0800, 0900	-	-	-	-	-	-	-	-	-
Total School Administration		1,406,143	-	-	-	-	-	-	-	1,406,143
Business Services - Program 2500, including Program 2501										
Salaries	0100	-	-	-	-	-	-	-	-	-
Employee Benefits, including object 0280	0200	-	-	-	-	-	-	-	-	-
Purchased Services	0300,0400, 0500	92,700	-	-	-	-	-	-	-	92,700
Supplies and Materials	0600	4,300	-	-	-	-	-	-	-	4,300
Property	0700	-	-	-	-	-	-	-	-	-
Other	0800, 0900	12,000	-	-	-	-	-	-	-	12,000
Total Business Services		109,000	-	-	-	-	-	-	-	109,000
Operations and Maintenance - Program 2600										
Salaries	0100	267,106	-	-	-	-	-	-	-	267,106
Employee Benefits, including object 0280	0200	112,212	-	-	-	-	-	-	-	112,212
Purchased Services	0300,0400, 0500	1,185,399	-	-	-	-	-	-	-	1,185,399
Supplies and Materials	0600	252,000	-	-	-	-	-	-	-	252,000
Property	0700	40,000	-	-	-	-	-	-	-	40,000
Other	0800, 0900	-	-	-	-	-	-	-	-	-
Total Operations and Maintenance		1,856,716	-	-	-	-	-	-	-	1,856,716
Student Transportation - Program 2700										
Salaries	0100	135,954	-	-	-	-	-	-	-	135,954
Employee Benefits, including object 0280	0200	40,410	-	-	-	-	-	-	-	40,410
Purchased Services	0300,0400, 0500	19,854	-	-	-	-	-	-	-	19,854
Supplies and Materials	0600	35,000	-	-	-	-	-	-	-	35,000
Property	0700	-	-	-	-	-	-	-	-	-
Other	0800, 0900	-	-	-	-	-	-	-	-	-
Total Student Transportation		231,218	-	-	-	-	-	-	-	231,218
Central Support - Program 2800, including Program 2801										
Salaries	0100	467,880	-	-	-	-	-	-	-	467,880
Employee Benefits, including object 0280	0200	157,561	-	-	-	-	-	-	-	157,561
Purchased Services	0300,0400, 0500	187,016	-	-	-	-	-	-	-	187,016
Supplies and Materials	0600	9,400	-	-	-	-	-	-	-	9,400
Property	0700	3,700	-	-	-	-	-	-	-	3,700
Other	0800, 0900	-	-	-	-	-	-	-	-	-

FY2023-2024 UNIFORM BUDGET

Liberty Common School School Code: 1520 Adopted Budget Adopted: May 25, 2023 Budgeted Pupil Count: 1,420	Object Source	11 Charter School Fund	22 Governmental Designated Grants Fund	23 Pupil Activity	(26-29) Other Special Revenue	41 Building Fund	43 Capital Reserve Capital Projects	50 Enterprise Funds	74 Pupil Activity Custodial	TOTAL
Total Central Support		825,557	-	-	-	-	-	-	-	825,557
Other Support - Program 2900										
Salaries	0100	68,940	-	-	-	-	-	-	-	68,940
Employee Benefits, including object 0280	0200	23,985	-	-	-	-	-	-	-	23,985
Purchased Services	0300,0400, 0500	60,554	-	-	-	-	-	3,600	-	64,154
Supplies and Materials	0600	17,000	-	-	-	-	-	-	-	17,000
Property	0700	5,500	-	-	-	-	-	-	-	5,500
Other	0800, 0900	-	-	-	-	-	-	-	-	-
Total Other Support		175,979	-	-	-	-	-	3,600	-	179,579
Food Service Operations - Program 3100										
Salaries	0100	-	-	-	-	-	-	-	-	-
Employee Benefits, including object 0280	0200	-	-	-	-	-	-	-	-	-
Purchased Services	0300,0400, 0500	-	-	-	-	-	-	-	-	-
Supplies and Materials	0600	11,400	-	-	-	-	-	-	-	11,400
Property	0700	-	-	-	-	-	-	-	-	-
Other	0800, 0900	-	-	-	-	-	-	-	-	-
Total Other Support		11,400	-	-	-	-	-	-	-	11,400
Enterprise Operations - Program 3200										
Salaries	0100	-	-	-	-	-	-	-	-	-
Employee Benefits, including object 0280	0200	-	-	-	-	-	-	-	-	-
Purchased Services	0300,0400, 0500	-	-	-	-	-	-	-	-	-
Supplies and Materials	0600	-	-	-	-	-	-	-	-	-
Property	0700	-	-	-	-	-	-	-	-	-
Other	0800, 0900	-	-	-	-	-	-	-	-	-
Total Enterprise Operations		-	-	-	-	-	-	-	-	-
Community Services - Program 3300										
Salaries	0100	-	-	-	-	-	-	-	-	-
Employee Benefits, including object 0280	0200	-	-	-	-	-	-	-	-	-
Purchased Services	0300,0400, 0500	-	-	-	-	-	-	-	-	-
Supplies and Materials	0600	-	-	-	-	-	-	-	-	-
Property	0700	-	-	-	-	-	-	-	-	-
Other	0800, 0900	-	-	-	-	-	-	-	-	-
Total Community Services		-	-	-	-	-	-	-	-	-
Education for Adults - Program 3400										
Salaries	0100	-	-	-	-	-	-	-	-	-
Employee Benefits, including object 0280	0200	-	-	-	-	-	-	-	-	-
Purchased Services	0300,0400, 0500	-	-	-	-	-	-	-	-	-
Supplies and Materials	0600	-	-	-	-	-	-	-	-	-
Property	0700	-	-	-	-	-	-	-	-	-
Other	0800, 0900	-	-	-	-	-	-	-	-	-
Total Education for Adults Services		-	-	-	-	-	-	-	-	-
Total Supporting Services		6,754,851	-	-	-	-	-	3,600	-	6,758,451

FY2023-2024 UNIFORM BUDGET

Liberty Common School School Code: 1520 Adopted Budget Adopted: May 25, 2023 Budgeted Pupil Count: 1,420	Object Source	11 Charter School Fund	22 Governmental Designated Grants Fund	23 Pupil Activity	(26-29) Other Special Revenue	41 Building Fund	43 Capital Reserve Capital Projects	50 Enterprise Funds	74 Pupil Activity Custodial	TOTAL
Property - Program 4000										
Salaries	0100	-	-	-	-	-	-	-	-	-
Employee Benefits, including object 0280	0200	-	-	-	-	-	-	-	-	-
Purchased Services	0300,0400, 0500	-	-	-	-	-	-	-	-	-
Supplies and Materials	0600	-	-	-	-	-	-	-	-	-
Property	0700	267,000	-	-	-	-	-	-	-	267,000
Other	0800, 0900	-	-	-	-	-	-	-	-	-
Total Property		267,000	-	-	-	-	-	-	-	267,000
Other Uses - Program 5000s - including Transfers Out and/or Allocations Out as an expenditure										
Salaries	0100	-	-	-	-	-	-	-	-	-
Employee Benefits, including object 0280	0200	-	-	-	-	-	-	-	-	-
Purchased Services	0300,0400, 0500	1,212,836	-	-	-	-	-	-	-	1,212,836
Supplies and Materials	0600	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	-
Property	0700	-	-	-	-	-	-	-	-	-
Other	0800, 0900	67,775	-	83,780	-	-	-	1,326,400	-	1,477,955
Total Other Uses		1,280,611	-	83,780	-	-	-	1,326,400	-	2,690,791
Total Expenditures		18,139,597	-	372,000	200,000	-	-	1,330,000	-	20,041,597
APPROPRIATED RESERVES										
Other Reserved Fund Balance (9900)	**0840**	-	-	-	-	-	-	-	-	-
Other Restricted Reserves (932X)	**0840**	-	-	-	-	-	-	-	-	-
Reserved Fund Balance (9100)	**0840**	-	-	-	-	-	-	-	-	-
District Emergency Reserve (9315)	**0840**	-	-	-	-	-	-	-	-	-
Reserve for TABOR 3% (9321)	**0840**	-	-	-	-	-	-	-	-	-
Reserve for TABOR - Multi-Year Obligations (9322)	**0840**	-	-	-	-	-	-	-	-	-
Total Reserves		-	-	-	-	-	-	-	-	-
Total Expenditures and Reserves		18,139,597	-	372,000	200,000	-	-	1,330,000	-	20,041,597

FY2023-2024 UNIFORM BUDGET

Liberty Common School School Code: 1520 Adopted Budget Adopted: May 25, 2023 Budgeted Pupil Count: 1,420	Object Source	11 Charter School Fund	22 Governmental Designated Grants Fund	23 Pupil Activity	(26-29) Other Special Revenue	41 Building Fund	43 Capital Reserve Capital Projects	50 Enterprise Funds	74 Pupil Activity Custodial	TOTAL
BUDGETED ENDING FUND BALANCE										
Non-spendable fund balance (9900)	**6710**	-	-	-	-	-	-	-	-	-
Restricted fund balance (9900)	**6720**	-	-	-	-	-	-	-	-	-
TABOR 3% emergency reserve (9321)	**6721**	-	-	-	-	-	-	-	-	-
TABOR multi year obligations (9322)	**6722**	-	-	-	-	-	-	-	-	-
District emergency reserve (letter of credit or real estate) (9323)	**6723**	-	-	-	-	-	-	-	-	-
Colorado Preschool Program (CPP) (9324)	**6724**	-	-	-	-	-	-	-	-	-
Risk-related / restricted capital reserve (9326)	**6726**	-	-	-	-	-	-	-	-	-
BEST capital renewal reserve (9327)	**6727**	-	-	-	-	-	-	-	-	-
Total program reserve (9328)	**6728**	-	-	-	-	-	-	-	-	-
Committed fund balance (9900)	**6750**	-	-	-	-	-	-	-	-	-
Committed fund balance (15% limit) (9200)	**6750**	-	-	-	-	-	-	-	-	-
Assigned fund balance (9900)	**6760**	-	-	-	-	-	-	-	-	-
Unassigned fund balance (9900)	**6770**	-	-	-	-	-	-	-	-	-
Net investment in capital assets (9900)	**6790**	-	-	-	-	-	-	-	-	-
Restricted net position (9900)	**6791**	-	-	-	-	-	-	-	-	-
Unrestricted net position (9900)	**6792**	-	-	-	-	-	-	-	-	-
Total Ending Fund Balance		-	-	-	-	-	-	-	-	-
Total Available Beginning Fund Balance & Revenues Less Total Expenditures & Reserves Less Ending Fund Balance (Shall Equal Zero (0))		5,708,913	(12,188)	55,465	761,466	120,666	255,374	2,674,830	14,350	9,578,875

S&P Global
Ratings

RatingsDirect®

Summary:

Colorado Educational and Cultural Facilities Authority
Liberty Common Charter School; Charter Schools; School State Program

Primary Credit Analyst:
John Miceli, Englewood +1 2148711471; john.miceli@spglobal.com

Secondary Contact:
Chase C Ashworth, Englewood + 1 (303) 721 4289; chase.ashworth@spglobal.com

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Credit Highlights

Outlook

Related Research

Summary:

Colorado Educational and Cultural Facilities Authority
Liberty Common Charter School; Charter Schools; School State Program

Credit Profile		
Colorado Educational & Cultural Facilities Authority, Colorado		
Liberty Common Charter School, Colorado		
Colorado Educl & Cultural Facs Auth (Liberty Common Charter Sch) STENCHPRO		
Long Term Rating	A+/Stable	Current
Underlying Rating for Credit Program	BBB-/Stable	Outlook Revised
Colorado Educl & Cultural Facs Auth (Liberty Common Sch Bldg Corp)		
Long Term Rating	BBB-/Stable	Outlook Revised

Credit Highlights

- S&P Global Ratings revised the outlook to stable from positive and affirmed its 'BBB-' long-term rating and underlying rating on the Colorado Educational and Cultural Facilities Authority's series 2014 and 2015 charter school revenue bonds, issued on behalf of Liberty Common Charter School (LCS or Liberty).
- The outlook revision reflects our view of the school's diminished operating performance in fiscal 2023 stemming from expansion-related costs for a new leased campus facility, which weakened pro forma MADS coverage and increased the school's debt burden after accounting for the new lease payment.
- The current rating is still supported by LCS' strengthened financial profile in recent years, and although the school faces some transition risk associated with the expansion project we believe it has some debt capacity at the rating.

Security

Debt outstanding was about $16.5 million as of June 30, 2023, consisting of the series 2014 and 2015 bonds. The bonds are fixed-rate obligations secured by gross revenue from all of Liberty's operations, an intercept of state payments for the series 2014 bonds, and loan and lease payments. Additional financial support includes a debt service reserve fund fully funded at MADS, a repair and replacement fund, and a mortgage on both campuses.

Management has also indicated potential additional debt plans related to securing a long-term facility for its new Aristotle campus. The school recently entered into a $700,000 annual lease for the new campus that extends through fiscal 2025. We understand the school has a purchase option for the building at a price of $12.5 million and is considering purchasing the facility or moving the campus.

We have incorporated the lease figure into our pro forma calculations. We have not included the debt figures in our calculations because they are not yet definitive, but we expect to evaluate details once they are finalized.

Credit overview

We assessed the enterprise profile as adequate, characterized by stable enrollment and solid demand fueled by exceptional academics. We assessed the financial profile as adequate, characterized by solid liquidity moderated by expected regression in operating ratios projected for fiscal 2023 and a moderately high pro forma debt burden after incorporation of the new lease. We believe that, combined, these credit factors lead to an anchor of 'bbb-' and a final rating of 'BBB-'.

The rating reflects our view of Liberty's:

- Solid liquidity position with more than 170 days' cash on hand, albeit with some expectation for moderation as of the close of fiscal 2023;
- Robust demand, as indicated by stable enrollment and supported by an excellent academic reputation; and
- Long operating history, dating back to 1997.

Partly offsetting the above strengths, in our view, are Liberty's:

- Expectation for a significant decline in MADS coverage for fiscal 2023;
- High pro forma debt burden, with plans for a potential additional debt issuance toward the end of the outlook period;
- Potential transition risk, with corresponding financing needs, as the organization pursues its longer-term growth plan; and
- Inherent risk, as with all charter schools, that the school might be closed for nonperformance of its charter or for financial distress before the final maturity of the bonds.

Environmental, social, and governance

We analyzed LCS' environmental, social, and governance factors, and consider them neutral in our credit rating analysis.

Outlook

The stable outlook reflects our view that, over the outlook period, the school will maintain healthy demand metrics, meet projected enrollment targets, and successfully navigate its forthcoming charter renewal process. While LCS' operating performance moderated in fiscal 2023, we expect financial metrics to strengthen in fiscal 2024 and remain consistent with the rating.

Downside scenario

We could consider a negative rating action if the school demonstrates a sustained pattern of weakened financial operating performance resulting in weak MADS coverage or adds significant additional debt or leases beyond the currently contemplated plans pressure current financial metrics.

Upside scenario

We could consider a positive rating action if the school maintains its healthy demand profile through this growth period while demonstrating sustained healthy lease-adjusted MADS coverage, good liquidity, and moderating leverage, incorporating any additional debt or lease exposure associated with current expansion plans as details are finalized.

Related Research

Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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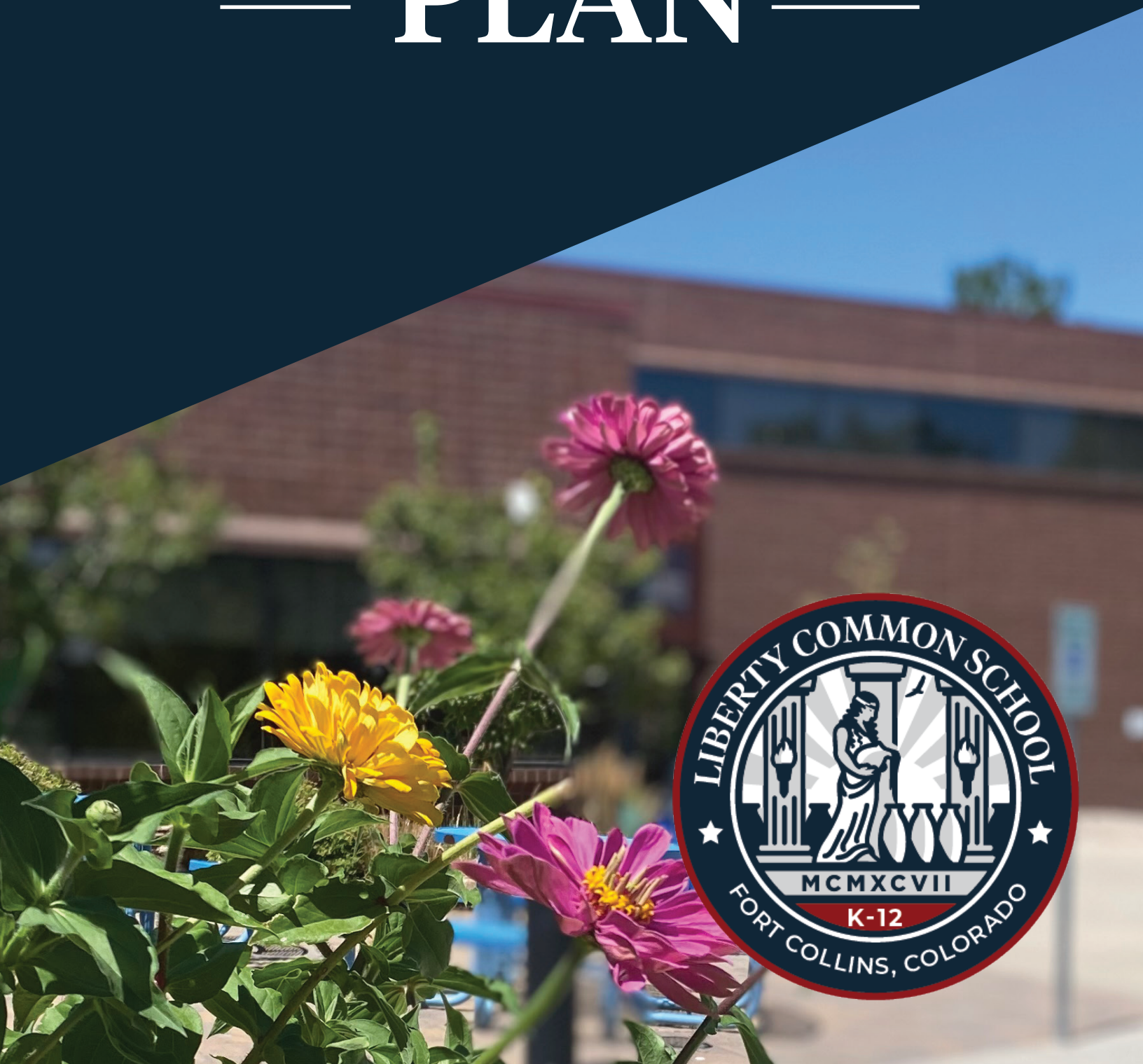
Appendix C

Governance Documents

- **Strategic Plan**
- **Board-Member Profiles**
- **Bylaws**
- **Policy Manual**
- **Statement of Conversion**
- **Articles of Incorporation**

BOARD OF DIRECTORS | 2022 - 2027

STRATEGIC PLAN




“
“Excellence is never an accident. It is always the result of high intention, sincere effort, and intelligent execution; it represents the wise choice of many alternatives - choice, not chance, determines your destiny.”
- Aristotle

EDUCATION IS A LIFELONG PURSUIT.

As parents, we model a quest for personal growth and knowledge for our children. Furthermore, we are best equipped to map out our children's educational journeys. Liberty exists to assist parents in providing the best K-12 education available. Our dedication to offering this education to the broader community compels us to expand. Even as we add our third location, we continue to be **ONE** school with multiple campuses. Unity of purpose and execution binds our school community in assisting families to develop mind, heart, skills, and knowledge in our children.

Our strategic plan was years in the making. Dedicated school founders, teachers, staff, board members, community members, and loyal families all laid the groundwork upon which this map for Liberty's future is built. Today, we celebrate the past accomplishments of 25 years of leadership in educating children. We also look to the future, excited about the opportunity to welcome even more families to Liberty.

Tricia Diehl, Chair



MISSION

The mission of Liberty is to provide excellence and fairness in education for school children through a common foundation by successfully teaching a contextual body of organized knowledge, the skills of learning including higher order thinking, and the values of a democratic society. Liberty recognizes the value of inclusiveness, or providing access to a broad cross-section of the community, so that students from all backgrounds can benefit from Liberty's educational offering. Liberty acknowledges the leadership of teachers in the classroom, and recognizes the responsibility of each student for his/her academic effort.



VISION

With an expectation of comprehensive institutional excellence through fidelity to our founding principles and documents, Liberty Common School will be a premier community of primary and secondary schools characterized by high academic achievement and a growing body of students who know the good, the true, the beautiful, and the perfect according to the tradition of classical-liberal education.

STRATEGIC OBJECTIVES

GROWTH

Liberty will increase enrollment (up to three classrooms per grade) at a second elementary campus followed by subsequent growth of our junior-high and high-school enrollment to accommodate these additional students as they matriculate to grades 7-12.

This growth will:

- serve our current parent population by creating classroom space for siblings of current Liberty Common School students;
- appropriately steward our financial resources to also serve the growing number of parents demanding alternatives to the bereft modern educational models that characterize conventional public schools;
- help maximize junior-high and high-school academic opportunities within a small-school culture by increasing economies of scale;
- provide increased revenue for necessary facility improvements (see 'Resources');
- promote institutional strength which allows Liberty to more effectively resist the erosion of the educational foundations of our society by "the rising tide of mediocrity that threatens our very future as a Nation and a people." – National Commission on Excellence in Education, *A Nation At Risk: The Imperative for Educational Reform.*



STRATEGIC OBJECTIVES

RESOURCES

Two resources necessary for comprehensive institutional excellence will be prioritized:

- Faculty—As our Charter acknowledges, our dedicated, competent teachers are essential to Liberty's success. We will continue to provide a thriving culture of professional growth and development and competitive compensation for our highly accomplished professional educators commensurate with the value they deliver.
- Facilities—By 2025, the school will have developed and implemented a comprehensive facilities-improvement plan to support high-level academic instruction, performance arts, and required support functions of the school. The improvements shall include, but are not limited to: an auditorium, additional or expanded classrooms, and academic-support office space. Liberty's facilities will be places of ordered beauty that manifest truth and goodness.





STRATEGIC OBJECTIVES

COMMUNICATION

Promotion of parental rights and responsibilities, excellence and fairness in education, school choice, classical education, and Core Knowledge curriculum is necessary for successful growth of the Liberty community. Alignment with the mission and vision of Liberty Common School within the Liberty community is vital to sustain the stated vision of comprehensive institutional excellence. The school will develop and implement enhanced external and internal communication and marketing strategies to accomplish these objectives.



Elementary School—Plato Campus (K-6th)
1725 Sharp Point Dr. | Fort Collins, CO 80525
Phone: 970-482-9800
info@libertycommon.org

Elementary School—Aristotle Campus (K-6th)
2130 W Horsetooth Dr. | Fort Collins, CO 80525
Phone: 970-658-1997
info@libertycommon.org

High School (7th-12th)
2745 Minnesota Drive | Fort Collins, CO 80525
Phone: 970-672-5500
hsinfo@libertycommon.org

www.libertycommon.org

Todd Arndorfer, Board Chairman



Todd Arndorfer serves as President of Liberty's Board of Directors. He is a product engineering and quality manager for Carestream Health, leading manufacturing scale-up of new medical products. He graduated from Marquette University High School, which like Liberty, is one of the best high schools in its state and has a degree in chemical engineering from the University of Wisconsin. Striving to be a "Man for Others" and because of his love for Liberty Common and what the school means to his family, Todd chose to be of service to Liberty. This is his 13th year as a Liberty parent, 12th as a Liberty volunteer, 4th of Board service, and 2nd as assistant-golf coach. He has also served as a grant writer, founder of the Liberty Watch D.O.G.S. program, Lego Robotics coach, committee member, and classroom volunteer. His wife Stefania is originally from Italy, so their family is bilingual in English and Italian. Their son Francesco is now thriving as a senior at LCHS and will be joining the Legion of XIII in January. The outdoors, golf and tower running are some of his other passions.

Elizabeth Barber, Board Member



Elizabeth is honored to serve on the Liberty Common School Board of Directors for her fifth year. Her interest and specialization in the field of education began in 2001 with the birth of her first child and Susan Wise Bauer's book *The Well-Trained Mind*. For more than two decades, Elizabeth's six children have benefited from the fruits of this exploration, enjoying a combination of homeschooling and a Liberty education. Committed to learning alongside her children, Elizabeth has found herself equipped with the knowledge to serve short stints as a long-term sub in Liberty's Latin classrooms. She currently brings her experience as a parent educator and teacher trainer as well as her expertise in educational philosophy and curriculum to the role of Chair of Liberty's Academic Advisory Committee. Elizabeth holds a Bachelor's degree in Business Administration with a concentration in Marketing from the University of Illinois. She has previously served on the Board of Directors for Centennial Children's Chorus. She is the proud parent of three LCHS alumni along with 11th, 6th, and 4th graders at Liberty. She hopes her future grandchildren will be blessed by her extensive children's literature collection and her devoted service to Liberty Common School.

Mindy Story, Board Member



Mindy grew up in Fort Collins and graduated from Colorado State University with a Doctor of Veterinary Medicine Degree. She has trained veterinary students and veterinarians across the United State, as well as abroad. She is the proud mother of one child who graduated from Liberty, and two children who still attend the school. Mindy is passionate about the role of teachers as experts in their respective fields, and students' acquisition of knowledge so they matriculate into productive citizens.

Cindy Skalicky, Board Member



Cindy's educational background includes an undergraduate education completed at Illinois State University and Saint Mary's College at Notre Dame, where she studied elementary education, French, and communications. She earned her Masters from the University of Georgia in Speech Communication and Rhetoric. An entrepreneur, Cindy started and runs On Point Communications, LLC where she offers her services as an expert public-speaking coach, keynote speaker, and brand consultant. Cindy excels at analysis, organizational efficiency, and maximizing human capital. Cindy and her husband Paul have four children who are currently attending or have graduated from Liberty.

Mark Dollar, Board Member



Mark is a nine-year U.S. Navy Explosive Ordnance Disposal veteran and currently a business-unit president for a large engineering firm with primary responsibilities of disposing of explosive devices remaining from training, conflict, and war in CONUS/OCONUS locations. He also has a business background including a B.S. in Business Administrations and a B.S. in Business Management. Mark has expreience leading challenging international discussions and exercises, including work in 47 countries where he engaged with a diverse sample of educational systems. Mark and his wife, Jill, have two children at Liberty, and one child who graduated Liberty in 2021.

Patrick Albright- Board



Patrick Albright has two children at Liberty (Class of 2025 and Class of 2029), both of whom have been at Liberty since kindergarten. He is an electronics and software engineer specializing in gas flow measurement and control. Patrick served on the Poudre School District Board of Education from 2009-2013, on the Liberty Common Board of Directors from 2015-2019 and again starting in 2022. Patrick enjoys Jeeping, motorcycling, and playing guitar, piano, and bass. His favorite volunteer work for the school has been giving the fourth graders a guitar demonstration when they start their guitar unit.

Elizabeth Timpe, Board member



Elizabeth Timpe is the parent of students in 3rd and 1st grade at the Plato campus. She holds a Bachelor of Science in biochemistry and worked as an elementary-science specialist during the founding year of Loveland Classical Schools from 2011-2012. From 2012 to 2015, she taught at LCHS as a 7th-grade science, general chemistry, and AP chemistry instructor. She served as the Science-Department Head from 2014-2015. Elizabeth is a LCS *alumnus*, attending through 9th grade (2003).

EXHIBIT B

BYLAWS

OF

LIBERTY COMMON SCHOOL

ARTICLE I.

Offices

Section 1.1. Principal office. The principal office of the corporation shall be located at 2745 Minnesota Drive, Fort Collins, Colorado. The corporation may have such other offices within Colorado as the board of directors may designate or as the business of the corporation may require from time to time.

Section 1.2. Registered Office. The registered office of the corporation required by the laws of the State of Colorado to be maintained in Colorado may be, but need not be, identical with the principal office and the address of the registered office may be changed from time to time by the board of directors.

ARTICLE II.

Electors

Section 2.1. Elector Group Established. There is hereby established a group of persons pursuant to C.R.S. § 7–128-104(3) entitled "Electors."

Section 2.2. Electors Designated. The Electors shall consist of each parent or legal guardian of every child currently enrolled in Liberty Common School, full and part-time teachers, and all full-time employees contracted for 27 hours or more per week.

Section 2.3. Electors Shall Appoint Directors. Pursuant to C.R.S. § 7–128-104(3), the Electors shall appoint the directors of the corporation. The Electors shall not be entitled to vote on any matter other than the appointment of directors. Each member of the Electors shall have one vote for each director position. Cumulative voting is not allowed.

Section 2.4. Elections. The Electors shall act on all matters by a vote of a majority of the Electors. A quorum of the Electors shall be 50% of the Electors. The Electors may act by written ballot. If a quorum of Electors do not vote, a vacancy shall be declared, which shall be filled pursuant to section 3.4. Procedures for the conduct of elections of the Electors shall be established by the board of directors.

ARTICLE III.

Board of Directors

Section 3.1. General Powers. The business and affairs of the corporation shall be managed by its board of directors, except as otherwise provided in the Colorado Revised Nonprofit Corporation Act, the articles of incorporation, or these bylaws.

Section 3.2. Number, Tenure and Qualifications.

(a) The corporation shall have seven directors.

(b) Members of the board of directors shall be appointed as set forth in Article II.

(c) Each director shall hold office for a term as designated by the board of directors.

(d) A director having three (3) or more consecutive unexcused absences from the meetings of the board of directors shall be deemed to have resigned as a director.

(e) Directors shall be removed following the procedure provided by the Colorado Revised Nonprofit Corporation Act.

Section 3.3. Chair. The board of directors shall elect a Chair of the board of directors from among the directors. The term of such Chair shall be for a period of one (1) year or until such time as their respective successors are duly elected and qualified. The Chair of the board of directors shall preside over all meetings of the board of directors.

Section 3.4. Vacancies. Any director may resign at any time by giving written notice to the president or to the secretary of the corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the board of directors shall be filled by the board of directors as set forth in the vacancy policy as may be amended from time to time. A director appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office.

Section 3.5. Regular Meetings. The Board of Directors shall provide by resolution the time and place of the holding of regular meetings.

Section 3.6. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board of directors may fix any place as the place for holding any special meeting of the board of directors called by them.

Section 3.7. Notice to Directors. Notice to Directors of any special meeting shall be given in accordance with the Colorado Open Meetings Law, C.R.S. 24-6-401.

Section 3.8. Quorum. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the board of directors. If fewer than a majority of the directors are present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice for a period not to exceed sixty (60) days at any one adjournment.

Section 3.9. Manner of Acting. The act of a majority of the members of the board of directors shall be the act of the board of directors, unless a greater number is required by law or the articles of incorporation.

Section 3.10. Compensation. The directors shall receive no compensation.

Section 3.11. Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors or committee of the board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless (i) he objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting: (ii) he contemporaneously requests that his dissent be entered in the minutes of the meeting; or (iii) he gives written notice of his dissent to the presiding officer of the meeting before its adjournment or delivers such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent as to a specific action taken at a meeting of the board of directors or a committee of the board shall not be available to a director who voted in favor of such action.

Section 3.12. Committees. The board of directors, by resolution adopted by a majority of the full board of directors, may designate from among its members an executive committee and one or more other committees.

Section 3.13. Advisory Committees. The board of directors, by resolution adopted by a majority of the full board of directors, may appoint advisory committees to the board of directors who, by such appointment, shall not be deemed to be directors, officers or employees of the corporation and whose functions shall not include participation in the operating management of the corporation. Members of the board of directors shall be entitled to serve on advisory committees. The advisory committees shall meet at such times as the board of directors shall determine. If so determined by the board of directors, the members of the advisory committees may be entitled to a fee for attendance at each regular or special meeting of such committees, which fee shall be fixed by resolution of the board of directors. The advisory committee shall consider, advise upon and make recommendations to the board of directors and to the chairman of the board with respect to matters of policy relating to the general conduct of the business of the corporation and with respect to such questions relating to the conduct of the business of the corporation as may be submitted to it by the board of directors or the executive committee. By way of example and not of limitation, the board of directors may appoint a policy and planning committee to advise on fund raising and an investment management committee to advise the corporation on its investment portfolio. The members of the advisory committee shall hold office at the pleasure of the board of directors. Additional members or members to fill vacancies may be appointed at any regular or special meeting of the board of directors.

Section 3.14. Telephonic Meetings. One or more members of the board of directors or any committee designated by the board may participate in a meeting of the board of directors or a committee thereof by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.15. Standard of Care. A director shall perform his duties as a director, including his duties as a member of any committee of the board upon which he may serve, in good faith in a manner he reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the persons herein designated; but he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

The designated persons on whom a director is entitled to rely are: (i) one or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented; (ii) counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such persons' professional or expert competence; or (iii) a committee of the board or an advisory committee upon which the director does not serve, duly designated in accordance with Sections 3.12 or 3.13 of these bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

No member of the board of directors shall permit his position on the board of directors to create a conflict between his personal business activities unrelated to the school and the actions of the corporation.

ARTICLE IV.

Officers and Agents

Section 4.1. General. The officers of the corporation shall be a president, one or more vice presidents, a secretary, and a treasurer. The board of directors may appoint such other officers, assistant officers, committees and agents, including a chairman of the board, assistant secretaries and assistant treasurers, as they may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the board of directors. One person may not simultaneously hold the office of president and secretary. In all cases where the duties of any officer, agent or employee are not prescribed by the bylaws or by the board of directors, such officer, agent or employee shall follow the orders and instructions of the president.

Section 4.2. Election and Term of Office. The officers of the corporation shall be appointed annually by the board of directors. Each officer shall hold office until the first of the following occurs: until his successor shall have been duly elected or appointed and shall have qualified; or

until his death; or until he shall resign; or until he shall have been removed in the manner hereinafter provided.

Section 4.3. Removal. Any officer or agent may be removed by the board of directors whenever in its judgment the best interest of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not itself create contract rights.

Section 4.4. Vacancies. A vacancy in any office, however occurring, may be filled by the board of directors for the unexpired portion of the term.

Section 4.5. President. Subject to the direction and supervision of the board of directors, the president shall be the chief executive officer of the corporation and shall have general and active control of its affairs and business and general supervision of its officers agents and employees. The president shall have custody of the treasurer's bond, if any.

Section 4.6. Vice President(s). The vice president(s) (if the corporation so desires to have more than one) shall assist the president and shall perform such duties as may be assigned to them by the president or by the board of directors. In the absence of the president, the vice president, (or, if there be more than one, the vice presidents in the order designated by the board of directors, or if the board makes no such designation, then the vice president designated by the president, or if neither the board nor the president makes any such designation, the senior vice president as determined by first election to that office), shall have the power and perform the duties of the president.

Section 4.7. Secretary. The secretary shall (i) keep the minutes of the proceedings of the executive committees, advisory committees, and the board of directors; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records; (iv) keep at the corporation's registered office or principal place of business within or outside Colorado a record containing the names and addresses of all directors; and (v) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary. The directors may, however, respectively, designate a person other than the secretary or assistant secretary to keep the minutes of their respective meetings.

Section 4.8. Treasurer. The treasurer shall be the principal financial officer of the corporation, shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the corporation and shall deposit the same in accordance with the instructions of the board of directors. He shall receive and give receipts and acceptances for money paid in on account of the corporation, and shall pay out of the funds on hand all bills, payrolls and other just debts of the corporation of whatever nature upon maturity. He shall perform all other duties incident to the office of the treasurer and, upon request of the board, shall make such reports to it as may be required at any time. He shall, if required by the board, give the corporation a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of his duties and for the restoration to the

corporation of all books, papers, vouched money and other property of whatever kind in his possession or under his control belonging to the corporation. He shall have such other powers and perform such other duties as may from time to time be prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

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

ARTICLE V.

Indemnification of Certain Persons

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

No indemnification shall be made under this Section 5.1 to a director with respect to any claim, issue or matter in connection with a proceeding by or in the right of a corporation in which the director was adjudged liable to the corporation or in connection with any proceeding charging improper personal benefit to the director, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Further, indemnification under this Section 5.1 in connection with a proceeding brought by or in the right of the corporation shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding. These limitations shall apply to directors only and not to officers, employees, fiduciaries or agents of the corporation.

Section 5.2. Right to Indemnification. The corporation shall indemnify Any Proper Person who has been wholly successful on the merits or otherwise, in defense of any action, suit, or proceeding referred to in Section 5.1 of these bylaws, against expenses (including attorneys' fees) reasonably incurred by him in connection with the proceeding without the necessity of any action by the corporation other than the determination in good faith that the defense has been wholly successful.

Section 5.3. Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 5.1 of these bylaws. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability.

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

Section 5.5. Court Ordered Indemnification. Any Proper Person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 5.2 of these bylaws, including indemnification for reasonable expenses incurred to obtain court-ordered indemnification. If the court determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standards of conduct set forth in Section 5.1 of these bylaws or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper, except that if the individual has been adjudged liable, indemnification shall be limited to reasonable expenses incurred.

Section 5.6. Advance of Expenses. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation to Any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (i) a

written affirmation of such Proper Person's good faith belief that he has met the standards of conduct prescribed in Section 5.1 of these bylaws; (ii) a written undertaking, executed personally or on his behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment); and (iii) a determination is made by the proper group (as described in Section 5.4 of these bylaws), that the facts as then known to the group would not preclude indemnification.

Section 5.7. Limitation. Any provision of this article V to the contrary not withstanding, the corporation shall not have authority to indemnify any person or entity if to do so would be contrary to Colorado law.

ARTICLE VI.

Provision of Insurance

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

ARTICLE VII.

Miscellaneous

Section 7.1. Waiver of Notice. Whenever notice is required by law, by the articles of incorporation or by these bylaws, a waiver thereof in writing signed by the director or other person entitled to said notice, whether before, at or after the time stated therein, shall be equivalent to such notice.

Section 7.2. Fiscal year. The fiscal year of the corporation shall be July 1 through June 30.

Section 7.3. Amendments. The board of directors shall have power to make, amend and repeal the bylaws of the corporation at any regular or special meeting of the board. The bylaws shall be reviewed by the board for any useful or necessary amendments at least biennially at the regular meeting of the board.

Section 7.4. Gender. The masculine gender is used in these bylaws as a matter of convenience only and shall be interpreted to include the female and neuter genders as the circumstances indicate.

Section 7.5. Conflicts. In the event of any irreconcilable conflict between these bylaws and either the corporation's articles of incorporation or applicable law, the latter shall control.

Section 7.6. Definitions. Except as otherwise specifically provided in these bylaws, all terms used in these bylaws shall have the same definitions as in the Colorado Revised Nonprofit Corporation Act.

THE END

The Liberty Common School

Policies Manual

Revised 04/27/2023

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DEFINITIONS

a. "Board" or BOD shall mean the board of directors of The Liberty Common School.
b. "Liberty" shall mean The Liberty Common School.
c. "District" also P.S.D. shall mean Poudre School District.
d. "Headmaster" means The Liberty Common School Headmaster.
e. "Parent" means a The Liberty Common School parent or legal guardian.
f. "Teacher" means a Teacher at The Liberty Common School
g. "Student" means a student at The Liberty Common School
h. "Administrator" means an Administrator at The Liberty Common School

1. THE SCHOOL AND ITS GOALS

1.1. Schools

Liberty Common Elementary School
1725 Sharp Point Drive, Fort Collins.

- Kindergarten – 6th grade

Liberty Common Junior High and High School
2745 Minnesota Drive, Fort Collins.

- 7th and 8th grades are referred to as the Junior High School
- 9th – 12th grades are referred to as Liberty Common High School (LCHS)

1.2. Mission Statement*

According to Part I, Section (a) of Liberty Common School's Charter submitted to the Poudre School District on October 1, 1996, and as amended by contract with the PSD Board of Education on June 26, 2000:

The mission of the School will be to provide excellence and fairness in education for school children through a common foundation by successfully teaching a contextual body of organized knowledge, the skills of learning including the Thinking Framework, and the values of a democratic society. The School recognizes the value of inclusiveness, or providing access to a broad cross-section of the community, so that students from all backgrounds can benefit from the School's educational offering. The School acknowledges the leadership of teachers in the classroom, and recognizes the responsibility of each student for his/her academic effort.

Declaration of Principles

1. Children yearn for meaning and require a basis of solid contextual common knowledge for the development of mature literacy and critical thinking, for growth and communication in a diverse society.
2. The educational "playing field" between students of differing backgrounds should be level to provide all students a basis to the greatest degree practicable, upon which they can build further knowledge and to develop the skills necessary to communicate and succeed.
3. The skills of learning--reading, writing, speaking, calculating, and thinking -- are most meaningfully learned from the knowledge or content of the curriculum, modeling, coaching, and sensible practice.
4. To thrive in work, citizenship, and personal growth, children must be taught the values of a democratic society. These values include: Respect for others - their property and rights; Responsibility for actions, honesty and social justice; Resourcefulness - being ready to learn, to serve, and to share.

5. Inclusiveness is fundamental in responding to the diverse needs of children and raising academic standards. All parents, regardless of economic status, should be free to choose this educational program for their children.
6. Teachers are professionals; which implies considerable autonomy, mastery and independence. Having accepted the academic and philosophic mission of a school, the teacher needs to be free to exercise informed judgment in order to fulfill his/her primary role as an educator.
7. The principle determinants of individual academic success are individual ability and effort. The policies of the School (grading, discipline, homework, pedagogy) must support the student's adoption of a personal quest for academic growth using the clearly marked path of expectations in knowledge, skill, and character. The guiding philosophy of the School acknowledges that children can and should be held accountable for their own schoolwork and behavior with the support of teachers and parents.

* This mission statement was developed through ongoing research and discussion by approximately 500 community members regarding educational philosophy over a five-year period in parent homes, school settings and public forums. Included were discussions with teachers and administrators of PSD and other districts across the country. Over 200 books by leading educational authorities around the world were reviewed in depth. A bibliography is included in Appendix B. The writers of this Charter have each spent over 2000 hours as PSD volunteers in leadership and other capacities over the past 4 years.

Adopted: 02-24-1997
Amended: 03-04-2004

1.3. Philosophy

According to Part I, Section (d) I. B. of Liberty Common School's Charter submitted to the Poudre School District on October 1, 1996, and as amended by contract with the PSD Board of Education on June 26, 2000:

Assumptions about how one learns, the purposes and goals of learning, and what constitutes effective teaching define an educational philosophy. The School's educational philosophy is *agency education*. It informs our decisions on how knowledge, skills and democratic values should be taught and how students, parents and teachers should work together to accomplish that part of education that occurs in schooling.

Agency education has as its metaphor a journey. The journey is the individual's own quest in life and includes responsibility for one's own education, which is a lifelong endeavor. The purpose of a liberal education is to lead young people on just such an odyssey of the mind and heart, which is to lead them to self-reliance. The classical allegories for a liberal education, such as the journeys of Odysseus, Aeneas, and Faust, represent a journey of the soul from one's particular time, place, and attachments to the

universal and back again. The beauty of this journey is its applicability to the actual development of mind, heart, skills and knowledge in each child.

Children begin their cognitive development by first developing a broad framework of knowledge through early acquisitional curiosity, much like they acquire their early spoken vocabulary. After they have gained a wide familiarity with literature, history, science, math, music, people, and places, as one does in the early years of Core Knowledge, they begin to appreciate patterns and forms. Following this, particularly when trained in the Thinking Framework, or Habits of Mind, the student is able to engage in mental modeling, which is possible only when one's broad background knowledge allows her/him to associate ideas and to observe patterns. By continuing the habits of mind, and the search for patterns, discernment is applied to deeper levels of knowledge, enabling one to solve problems and exercise judgment.

The beginnings of the moral journey are along a similar course. At first the focus is obedience to parental authority. Later the child focuses on rules, or the required patterns of expectation. As in writing or thinking, it is only through the formation of good habits that the ability to act and act wisely becomes instinctive. As those habits become more and more internalized, the student journeys closer to self-reliance.

Adopted: 02-24-1997
Amended: 03-04-2004

1.4. Knowledge

According to Part I, Section (d) I. B. of Liberty Common School's Charter submitted to the Poudre School District on October 1, 1996, and as amended by contract with the PSD Board of Education on June 26, 2000:

The School has selected the Core Knowledge Foundation's Curriculum Sequence as the framework of its curriculum. The Core Knowledge Sequence is distinguished by planned progression of specific knowledge in history, geography, mathematics, science, language arts, and fine arts.

Children learn by building on what they already know. Thus, it is important for them to begin building foundations of knowledge in the early grades when they are most receptive to attaining an organized body of knowledge. Children are by instinct driven to construct a contextual view of the world. Thus, it is important to provide them an educational framework that assists them in developing the constructs upon which their viewpoints will be based. Academic deficiencies in these areas in the first nine grades can permanently impair the quality of later schooling.

By specifying the knowledge that all children should share, one can achieve equal access to that knowledge. At risk children especially suffer from low expectations, which often translate into watered-down curricula. In schools using the Core Knowledge Sequence, however, all children are exposed to a coherent core of challenging, interesting,

interwoven knowledge. This knowledge not only provides a foundation for later learning, but also defines a common heritage and establishes a common ground for communication and cooperation in a diverse society.

In addition to its specificity, the Core Knowledge curriculum is characterized by knowledge that is shared, solid, and sequenced. Literacy in every subject requires a set of mechanical skills and a shared background. The shared, many-cultured knowledge that promotes effective classroom learning also promotes cooperation and respect among students, both in the classroom and in society. Because the School's teachers will be able to rely on shared background knowledge amongst their students, they will be able to build sequentially on that knowledge year by year.

The Core Knowledge Sequence will be the k-8 curriculum. Expansions of the curriculum, including Colorado History, foreign language, and all high school courses will be determined by the BOD. In addition, the School will develop an expanded science curriculum consistent with the Habits of Mind put forth by the American Association for the Advancement of Science, Project 2061 and the Colorado Model Content Standards for Science. This effort has the explicit support of Dr. E. D. Hirsch, Jr., founder of the Core Knowledge Foundation.

Adopted: 03-04-2004
Amended 12-03-2011

Liberty Common High School is a classical, liberal-arts, college-preparatory institution accentuating math, science and engineering. We believe a high-quality, rigorous education is the “great equalizer” among individuals allowing all students to achieve mature literacy and obtain the ability to thrive in college.

One’s economic and social status, race, physical attributes and other conditions become less relevant in the pursuit of happiness when armed with superb intellectual aptitude oriented toward true freedom.

The founders and leaders of Liberty Common High School share a genuine concern for the general decline in the quality of American public education and the preparation of American students to live free and compete well in a dynamic economy. Our remedy is Liberty Common High School and the philosophy described herein.

We reject the anti-intellectual traditions that have become so prevalent in American schools and colleges, particularly colleges of education. We find fault with the progressive, romantic theories of education that have come to dominate American education systems.

Instead, we advocate the systemic acquisition of broad knowledge, superior language and active, engaged minds consistent with the idea of academic “formalism” described by Core Knowledge Foundation founder E.D. Hirsch, Jr.

Our students are expected to excel in history, literature, English, fine arts, math, science and engineering. They are expected to be familiar with at least one foreign language and to maintain physical fitness.

Instructional strategies at Liberty Common High School build upon the standards-based instruction delivered through Liberty Common Elementary School, Liberty Common Junior High School and the Core Knowledge Sequence.

Liberty Common High School believes in placing higher emphasis on academic rigor than what is the norm in mainstream American high schools. Minimum requirements for core subjects at LCHS are significantly higher than those of the local Poudre School District (one of the state's top-performing school districts. LCHS requires 30 hours of Foreign Language, where the district has no minimum requirement.

As a classical-liberal academic institution, Liberty Common High School endeavors to cultivate the minds of its scholars in preparation for authentic liberty. While all citizens enjoy unalienable and civil rights, the responsible exercise of all fundamental individual rights is a direct function of a well-prepared mind and internalized virtue.

A high-school diploma should warrant the graduate is capable of independent thinking and understanding of what is required to "live the good life." A graduate must have acquired accurate familiarity with essential concepts rooted in literature and philosophy – joy and despair, happiness and tragedy, dignity and corruption, and other indispensible juxtapositions.

All high-school graduates should possess the ability to objectively evaluate the nation's place in the world through a deep appreciation of history, intensive study of civilizations including their rising and falling. They should grasp nuances of relevant cultures including their languages, religions, governments, and economies.

Graduates must know well the background of America's allies and adversaries. A survey-level treatment of economics further promotes a solid understanding of America's imprint on human civilization and its future.

Liberty Common High School believes all scholars must fully appreciate art, truth, beauty, goodness and perfection. Robust exposure to these values renders specific genius marking creativity, imagination, inventiveness, and moral seriousness.

Developing practical leadership qualities and supporting skills in students is a proven strategy toward applying comprehensive knowledge in constructive ways. Lessons learned in the classroom should be deployed by students through organization, advocacy, persuasion, implementation of supporting projects and wholesome community leadership.

A proper liberal education gives honored stature to science. Key scientific contributions and the scientific method should be taught to all students throughout high school.

Scholars should be cognizant of significant scientific achievements in biology, chemistry and physics especially those that elevate the human condition, promote prosperity and enhance freedom. Students should also be taught to understand the limits of science. Liberty Common High School believes all students should be exposed to the fundamentals of engineering. The synthesis of applying scientific and mathematical principles to meritorious social and economic situations draws upon the multiple disciplines taught at Liberty to solve important problems.

Competition and choice in public education results in schooling of a higher quality. Teachers should be treated like real professionals. Parents should play the most influential role in the management and maintenance of the school.

It is the obligation and responsibility of parents to direct the education and upbringing of their children. Liberty Common High School exists to assist conscientious parents in this fundamental duty. The school exists because of parental leadership and parental oversight of the institution.

A Liberty Common High School graduate is intellectually awake, able to engage in meaningful, mature conversations about any academic and philosophical topic. They are vigilant, active and brave.

Our goal is to educate for freedom, achieve excellence in all we do and to become the best high school in America.

Adopted: 12-03-2011

1.5. Skills

According to Part I, Section (d) I. B. of Liberty Common School's Charter submitted to the Poudre School District on October 1, 1996, and as amended by contract with the PSD Board of Education on June 26, 2000:

The skills of learning, namely, reading, writing, speaking, listening, calculating, problem solving, and exercising critical judgment, are best taught through the content of a body of organized knowledge.

The development of literacy will be one of the primary aims and focuses of effort in the School. This will include a great deal of reading from a variety of both fiction and non-fiction primary literature. Particularly in the early grades, the School will emphasize reading and more reading. In the early grades, students will receive explicit, systematic phonemic awareness and phonics instruction. Children will be provided deliberate, coherent, direct instruction in letter-sound correspondences. Practices which teach children to rely on word-memorization (the look-say method) and guessing (through illustration and/or context) will be avoided.

Mature literacy develops as students become acquainted with a broad and rich body of knowledge and become familiar with many well-written, diverse and meaningful works of literature. The literature suggested by the Core Knowledge Sequence, as well as other literature that will be introduced, is chosen not only for its place in the core body of knowledge, its multi-cultural representation, and its rich use of language, but also because it provides access to deeper meaning of universal human problems, particularly those which preoccupy children's' minds.

The School will acknowledge the central role of language in thought and action. The School's students will be taught to write and speak through example and sensible practice. Grammar, logic, and real spelling learned from real literature will be part of these skills.

The School will teach the Thinking Framework not as a stand-alone course, but rather as instruction integrated within the content. Students often receive knowledge disconnected from features that make it understandable and meaningful. For instance, in math it is common to learn concepts without knowing their purposes. When you study history, you frequently find scant attention paid to the evidence underlying an historical fact or interpretation. Students may come to know something about history, but not much about historical thinking. Science instruction routinely pays insufficient attention to examples and images that make the concepts under study concrete and impart an intuitive grasp of them. Contemporary research shows that instruction offered in one context often does not transfer to other contexts. The School will use a Thinking Framework to teach the Core Knowledge curriculum.

Additionally, the School will teach the more specific critical thinking skills unique to each discipline, called "Habits of Mind." The Habits of Mind to be taught for scientific literacy are found in Benchmarks for Scientific Literacy from the American Association for the Advancement of Science (Exhibit II). The Habits of Mind for historical literacy are found in the book by the same title, which is a report of the Bradley Commission on History (Exhibit XIII). The Habits of Mind for math literacy are identified in "Children's Mathematical Development" (Exhibit XIV).

The development of skills requires time, thought and active engagement of the visual and verbal imagination. The School will encourage students replace non-instructional television watching, which is passive and discourages creative play, with the myriad of activities which will foster the development of imagination and skills. Because television viewing is diametrically opposed to reading, may stifle cognitive development and imagination, trivializes information, undermines values, distorts cause and effect, and is unable to portray thought, the School will discourage excessive (greater than 10 hours/week) of viewing.

Adopted: 03-04-2004

1.6. A Classical Framework for Teaching Thinking

Classical Education has since ancient times included an implicit and explicit understanding of the development of thinking. In most treatments of the progression of how to teach thinking there are four natural steps. A recognition of these four steps and their application to different age groups is vital to answering questions of educational policy for both the content and assessment of schooling at each grade.

In the ancient Egyptian text from Shabako Stone these steps are 1) Reception – the proper use of the senses to acquire knowledge about the world around us. 2) Perception – the accurate processing of such input by mind and heart to understand the inherent patterns of the knowledge. 3) Formation – The organizing of one's perceptions into language and hence thoughts, and 4) Action – taken to bring life to those thoughts.

Many years later Johann Wolfgang von Goethe, the famous German poet, put forth his formula for how creativity is developed. This formula is put forward in several ways in his drama "Faust" and parallels the Egyptian formula, namely: First there is the Word, or Knowledge; Second, the Meaning or Pattern; Third, the Power or what we would call mental discipline or mental modeling; and finally, the Act which is either problem solving or composition, etc.

In our day Robert Mitchell, the Underground Grammarian, has summarized these same steps in the following lines, "Knowledge consists of the facts [1], the relations between them [2], the thinking about them [3} and the effort to understand and connect them [4]. It is not out of ignorance that we discover understanding. It is because of what we already know that we can know more [1], that we can discern organizing principles [2] and make and test hypotheses [3], and act rationally [4]." These lines tersely reiterate this old proven framework for teaching Thinking.

First identified is knowledge and herein lies just one of the great values of teaching a solid core of background knowledge as put forward in the K-8 sequence of the Core Knowledge Foundation. As John Holdren of that foundation has stated, "Without a lot of pertinent factual knowledge about an issue or problem, you can't think critically about it – you can only have an uninformed opinion. If we're concerned about having students think "critically," then we have an obligation to give them the knowledge that will make them *informed* thinkers, not mere likers and dislikers. That's why, from the early years, we should teach them a lot of factual knowledge. We should, of course, also provide frequent opportunities to discuss the facts, to analyze apparent contradictions, to challenge accepted interpretations. Maybe then we'll produce at least some students who develop the habit of choosing words carefully, of avoiding clichés, and resisting unquestioned orthodoxies – such as the uncritical use of a term like "critical thinking." No one, except perhaps Joe Friday, wants 'just the facts,' at least not in schools. We also want – and our students need – opportunities to use the facts, to apply them, question them, discuss them, doubt them, connect them, analyze them, verify or deny them, think critically about them. All these higher-order activities, however, rely upon having some

facts to work with. Without knowing a lot of facts, you lack the solid foundation upon which to build all higher order skills. And that's a fact."

E. D. Hirsch has stated,"…the almost universal feature of reliable higher-order thinking about any subject or problem is the possession of a broad, well-integrated base of background knowledge relevant to the subject. This sounds suspiciously like plain common sense…"

In the beginning (grades K-3) the acquisition of common knowledge about a wide variety of subjects should be the primary focus of this framework. While students will naturally be making inferences on their own about the relations of the facts and ideas they are learning, helping students make connections and see the patterns – dissimilitude in similitude, and similitude in dissimilitude – comes at the next level, generally grades 4-6. During this time teachers in addition to teaching more knowledge specifically look for ways to train students' perceptions of organizing principles, the relations between things they have learned or observed.

During the junior high years (grades 7-8) students continue to learn many new facts and their relationships, but more and more of this is independent, and because of how knowledge builds on knowledge, schema are quicker to form and be modeled. This must continue and be expected, but at this level mental modeling – the making and testing of arguments and hypotheses (including logic) – must be explicitly and implicitly taught, and students given ample opportunity to practice. In writing this means essays that marshal several concepts with the underlying evidence. In history it means an effort to link the patterns of individual human nature with social influence to project explanations of future or past causation. In math this means symbolic representation of complex problems, algebra and geometry.

Jerome Bruner was referring to this stage when he said, "In contrast to analytic thinking, intuitive thinking characteristically does not advance in careful, well-defined steps. It tends to involve maneuvers based seemingly on an implicit perception of the total problem. Unfortunately, the formulation of school learning has somehow devalued intuition." Using the thinking framework one could conclude that intuition became devalued when the steps that lead to it (the acquisition of knowledge and its structure) were removed from the curriculum.

Theodore Sizer also refers to his third level (mental modeling) when he says, "A science course, built on sheer memory work, that never gives examples of or experience in scientific inquiry would be as stunted as a course that engages in some sort of disembodied, abstract problem-solving that demands of the students no command of precise knowledge." Fortunately, in science education there seems to be a more direct effort to follow the natural steps of the thinking framework.

The final step is action or problem solving or judgment or creativity. This is the stage that should be the focus of teachers' efforts for prepared high school students. I say prepared because this final higher-order thinking cannot proceed apace if the other three

have not preceded. This is obvious from common sense and most high school teachers wish the majority of their students were prepared for this problem solving work. This is also one of the reasons for a core knowledge high school – so that the prior experience of students in a core knowledge elementary and junior high program can be capitalized upon. The less is more approach, where a fewer number of examples are tackled but each is studied more deeply, only works in this setting. The course work in our high school would take into account, and assume to the greatest extent possible the common background held by students, the perception of patterns and relations that can only come by wide exposure to a lot of factual knowledge built upon by directed help in projecting learned schema into novel situations. Such students are prepared for writing, Trigonometry, Calculus, history and economics, literature and art, taught with a high and specific expectation of productivity. As Peter Emberly said, "This is an education which is without ostentation, and education which through the gradual and sequential formation of habits and talents produces a critical and impartial mind."

And finally by J. W. v Goethe, "Man should not scorn the only instruments he has by which he can attain to some fair approximation of knowledge and wisdom, namely his healthy senses, his power of approach to teaching thinking and will be employed at this school. It is a significant and unique element of our educational plan worthy of attention and implementation."

Randy W. Everett
Liberty Common School
Fort Collins, Colorado

Adopted: 02-24-1997

1.7. Values

According to Part I, Section (d) I. B. of Liberty Common School's Charter submitted to the Poudre School District on October 1, 1996:

The purpose of public education in a democracy is to prepare people for the demands of work, the duties of citizenship, and the obligation of each individual to make as much of herself or himself as possible. For this to be accomplished, our youth must be taught the values inherent in a democratic society, such as devotion to human dignity and freedom, equal rights for all, social and economic justice, the rule of law, civility and honesty, respect for differences, and self-respect.

Academic standards and standards for behavior and demeanor are a part of education values. In the School, children will learn sportsmanship, fair play, sharing, and taking turns. They will be given the opportunity to lead and to follow and to respect the rights of the minority. These values will be taught from the content of the curriculum, by inference and example, and also in how we teach.

Adopted: 03-04-2004

1.8. Character Education

Character education is a central emphasis in the complete development and formation of young scholars at Liberty Common School. Liberty invests thirteen years of character education toward the lives of its students.

The overarching achievement of a virtuous life within the context of scholarly pursuits is the acquisition and development of wisdom. If the dissemination of knowledge and values from one generation to the next is the underlying purpose of education, wisdom then is a complete expression of the core academic objective of any worthy academic institution.

Liberty's Foundation Stones and Capstones are reinforced through the rich literature, biographies and case studies deployed in our classrooms. So are many other virtues that guide children through maturity to adulthood.

Foundation Stones – Elementary School

Respect: Showing consideration for others and their property; listening to and following instructions of those in authority; honoring others.

Responsibility: Doing what we have said we will do; being accountable for our actions and consequences because we know right from wrong; being dependable.

Self Control: taking charge of our actions and feelings, even in difficult situations; making good and right decisions; being able to deal promptly with problems.

Perseverance: Sticking to a purpose and never giving up on what one has to do; being determined to improve; being committed to justice.

Cooperation: Using skills to contribute to the common good; serving others with patience and a positive attitude.

Integrity: Knowing the difference between right and wrong and having the courage to do what is right, even when it is not easy to do so.

Citizenship: Using the rights and privileges one has as a member of the community to make that community a better place.

Adopted: 06-28-2001
Amended: 12-03-2011

Capstones – 7th-12th Grades

Prudence: Predicated upon practical reason, prudence entails discernment of the true good surrounding every situation and the moral means of achieving it.

Temperance – Restraint in passions of ambition and pleasure. Temperance places intellect, balance and reason above impulsiveness setting limits in order to attain that which is honorable.

Justice – Balance between self-interest and the rights of others. Justice entails a mature appreciation of what is due another whether among equals, superiors or subordinates.

Fortitude – Includes forbearance, endurance and ability to withstand fear, uncertainty or intimidation.

Gratitude – An inclination to express thankfulness and gratefulness to others for their gifts and gestures of kindness.

Patriotism – Devotion and dedication to the country – allegiance to the Flag of the United States of American, and to the Republic for which it stands, one nation under God, indivisible, with Liberty and justice for all.

The Keystone of Wisdom.

A culminating goal of Liberty's character-education program is to graduate wise LCHS scholars.

Adopted: 12-03-2011

1.9. Student Accountability

According to Part I, Section (d) I. B. of Liberty Common School's Charter submitted to the Poudre School District on October 1, 1996:

All students are capable of learning to accept responsibility for their own education. The philosophy and practices the School will acknowledge that young people are free to act and can be held accountable for their actions. The policies of the School will encourage discipline, hard work, cooperation, making decisions and living with the consequences. Such policies, and a clear understanding of academic expectations, will help the School's students to choose a personal quest for intellectual and personal growth. The students' sensing of an alignment between their personal educational goals and those of the School's will further reinforce their desire to accept responsibility for their education. Such an approach to student accountability has been termed "agency education."

Adopted: 03-04-2004

1.10. Parental Involvement and Responsibility

According to Part I, Section (d) I. B. of Liberty Common School's Charter submitted to the Poudre School District on October 1, 1996:

The School will be characterized as a School of Choice. This means that parents will have an option to select the School's educational philosophy for their children. The School believes that its design will result in parents wanting to play a strong role in their children's education. When parents have the opportunity to choose the kind of education they prefer, they will find the necessary energy, time, and resources to devote to their

children's education. The School anticipates that parents will be directly engaged in tutoring, coaching, classroom instruction, and providing other necessary and invaluable assistance.

The family naturally provides the most influential and effective context for basic lifelong learning and teaching. The School's governance will be structured to recognize the primacy of the family's necessary influence over their children.

The segment of any community that can be most trusted to make good educational decisions for children to the betterment of both student and the greater society are the parents. Regardless of educational level, income, or lack of support, parents of all backgrounds (particularly those who, because of limited finances, can't choose which neighborhood to live in or which private school to attend) as a group come forward when given a real option and choose successful programs.

For this reason, and at the discretion of the classroom teacher, parents will be invited to teach or assist with lesson plans or learning projects in all subjects, depending on their interests and expertise. Parents will also be encouraged to spend time reading aloud to children at school and/or in the home, coaching them in skill development, and otherwise contributing time and talents in a variety of ways.

The School will encourage every adult--parents, step-parents, grandparents, aunts and uncles--to take a special interest in the lives of the School's students, to act as mentors and tutors, and to instill in every student a love of learning.

Parents will work in conjunction with the staff to ensure the most effective education possible for their children. To this end, parents will be responsible for knowing and understanding the contents of the School's Charter, and be encouraged, but not required, to participate on school committees and provide other volunteer services as they are able. Parents will respect the authority of the teacher in the classroom. Parental involvement will be actively encouraged, but parents will need to understand their limits when recommending specific actions or changes in the classroom. Parents will be encouraged to understand from their child's teacher the rationale behind the way things are done. However, concerns regarding issues such as curriculum, values, or philosophy will be directed centrally to the Headmaster, where they can be handled in a single united effort. Concerns not adequately addressed by the Headmaster may be brought to the BOD. The opportunity of parents to choose the School and its well defined educational program will not include the right to demand individual preferences within the classroom.

Adopted: 03-04-2004

1.11. Teacher, School and Professionalism

According to Part I, Section (d) I. B. of Liberty Common School's Charter submitted to the Poudre School District on October 1, 1996:

Teachers are at the center of both the mind and heart of every successful school. Without dedicated competent teachers the best of educational practices will never actually come to fruition in the classroom. Research on effective schools reveals that next to individual ability and effort, the organization of the school is most influential in determining academic achievement. The School's teachers will be expected to implement the School's academic mission. In the classroom the teacher will be in charge. Outside of the classroom, teachers will receive professional guidance with respect to specific goals and objectives from the BOD through the Headmaster.

Professionalism requires a body of knowledge and skill applied with a clear level of accountability that affords the flexibility to accomplish the defined task. All teachers have a different style of teaching—the unique blend of classroom characteristics that enable them to give the very best of themselves to educating their students. The teacher's style sets some basic parameters for the parents as well as the children. Within those parameters parents have the opportunity to assist the teacher. As a high level of parental involvement will be actively encouraged, teachers will be expected to incorporate parental volunteer efforts in the classroom.

The central role of teachers in the classroom deserves respect. The School will make it clear to all teachers that they must understand and accept the responsibility of teaching the entire curriculum, both content and skills, and in a way congenial to the School's attitude toward values and the student. This will be defined as their primary role.

A number of the innovations of the School (bonus pay for teachers, additional planning time for teachers, provision of a Headmaster) that have been part of the plans for the School also directly address concerns resulting from a recent report for the Department of Education by the National Commission on Teaching and America's Future (Exhibit XV). The report concluded that many new teachers are poorly prepared to teach, in part because of a lack of sufficient mentoring, failure to reward better qualified teachers, and a lack of planning time.

The Headmaster will be hired by and be directly responsible to the BOD. His/her foremost responsibility will be to support the teachers in their primary role by coaching them towards attainment of their professional goals. Teachers will be expected to give input regarding their needs to the Headmaster.

Adopted: 03-04-2004

1.12. Nondiscrimination

Liberty Common School does not unlawfully discriminate on the basis of race, color, national origin, sex, age, marital status, sexual orientation or disability in admission or access to, or treatment or employment in, its educational programs or activities.

Adopted: 02-24-1997
Amended: 12-03-2011

1.13. Disclaimer

If there is no Liberty Common School policy present, then the Poudre School District policy will be in effect. If there is a conflict between Poudre School District and Liberty Common School policy, the Liberty Common School policy shall prevail.

Adopted: 06-28-2001

2. THE BOARD AND GOVERNANCE

2.1. Charter Application, Contract, Articles of Incorporation, Bylaws, and Addendums

The Liberty Common School Contract, Application, Articles of Incorporation, and Bylaws are additional parts of these policies. They can be found in their individual reference notebooks.

Adopted: 02-24-1997
Amended: 04-14-2022

2.2. Decision Making

Two principles should underlie all significant decisions made by the Board and Liberty Common School's administration: All actions should fall within the parameters of the Mission Statement and the Philosophy documents; and the Liberty Common School charter is a contract between the school and the district.

Accordingly, in making any significant decision the Board and Administration shall consider the decision on the context of the Liberty Common School mission and philosophy documents and from the parents' perspective, always keeping in mind that parents should have a meaningful voice in their children's education.

Adopted: 06-28-2001

2.3. Board Members Code of Conduct

Individual BOD members are committed to proper use of their authority and to decorum consistent with maintaining the integrity and discipline of BOD leadership.

A. While the BOD as a body cannot exercise authority over individual BOD members, the BOD is responsible for the organization's exposure to members acting as individuals. To that end, the BOD can exercise authority over the Headmaster's response to individual members and can enumerate its expectations for individual member discipline.
   i. While the BOD expects individual members to be given common courtesy, it does not require the Headmaster and staff to heed any individual member's opinions or instructions.
   ii. Regardless of any individual member's dissent from a decision of the BOD, he or she must support that the Headmaster is bound by directions given by the BOD as a whole.

B. Individual BOD members may not attempt to exercise authority over the organization unless explicitly set forth in BOD policies.
   i. Individual members' interactions with the Headmaster or staff must recognize that individual members have not authority over staff or to insert themselves into staff operations. (Nothing contained in section 2) a) is intended to restrict or discourage normal and open communication between the BOD, staff and community.)
   ii. No BOD member can place himself or herself between staff members in their disputes or negotiations.
   iii. No BOD member can engage in solving staff problems without approval from the Headmaster

C. Although all members are obligated to register differences of opinion on BOD issues at the BOD level as passionately as desired, individual members may not direct their differences in opinion to staff in a manner which would create dissension or polarization in the organization or undermine a decision of the BOD majority.
   i. Member's interactions with public, press or other entities must recognize that individuals have no authority to speak for the BOD unless specifically authorized by the BOD.
   ii. Members will not individually render judgments of Headmaster or staff performance apart from compliance with BOD policies as monitored by the BOD as a body.

Adopted: 02-25-1999

2.4. Governing Style

The BOD will govern with an emphasis on (a) strategic leadership more than administrative detail, (b) clear distinction of BOD and Headmaster roles, (c) collective rather than individual decisions, (d) future rather than past or present, and (e) proactivity rather than reactivity. The BOD will:

1. Deliberate in many voices, but govern in one.

2. Cultivate a sense of group responsibility. The BOD, not the staff, will be responsible for excellence in governing. The BOD will be an initiator of policy, not merely a reactor to staff initiatives. The BOD will use the expertise of individual members to enhance the ability of the BOD as a body, rather than to substitute the individual judgments for the BOD's values.
3. Direct, control and inspire the organization through the careful establishment of broad written policies reflecting the BOD's values and perspectives. The BOD's major policy focus will be on the intended long-term Goals, not on the administrative or programmatic means of attaining those effects.
4. Enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as attendance, preparation for meetings, policy-making principles, respect of roles, and ensuring the continuity of governing capability. Continual BOD development will include orientation of new members in the BOD's governance process and periodic BOD discussion of process improvement. The BOD will allow no office, individual or committee of the BOD to hinder or be an excuse for not fulfilling its commitments.
5. Monitor and discuss the BOD's process and performance at each meeting. Self-monitoring will include comparison of BOD activity and discipline to the Liberty Common School Charter Application, Contract, Bylaws, and approved policies.

Adopted: 02-25-1999

2.5. Board Governance

BOD members may not be teachers or other paid employees of the school or immediate family members of employees of the school, except as provided in the Conflict of Interests Policy. Only one member of an immediate family may serve on the BOD at one time.

A board member must be a parent/grandparent/legal guardian of a student currently enrolled in the school. Once a board member no longer meets this criteria, that shall constitute an automatic resignation by the board member, and a vacancy shall be declared.

Board Candidate Criteria

Candidates for the BOD must meet the following criteria to qualify for election or appointment to the BOD:

1. Registered voter residing in Colorado
2. Approved as a registered volunteer at Liberty Common School
3. Complete and sign both Board of Directors Non-Disclosure and Confidentiality Agreements
4. Attendance to at least one of the BOD meetings during the school year of the election or appointment
5. Read and wholeheartedly support the views presented in the following three books:

i. *Cultural Literacy* by E.D. Hirsch Jr.
ii. *Why Johnny Can't Tell Right from Wrong* by William Kilpatrick
iii. *The Schools We Need and Why We Don't Have Them* by E.D. Hirsch, Jr.

6. Submission of Letter of Interest for BOD Membership
7. Submission of Statement of Educational Philosophy
8. Parent, grandparent, or legal guardian of a student enrolled at Liberty for a minimum of two years by the time the candidate's term on the BOD would commence
9. Volunteer in the school
10. Embrace the principles of Liberty's Charter and founding books (evaluated through a board interview process)
11. Receive a recommendation from the School Headmaster

In the event no candidate meets the criteria, a unanimous vote of the BOD is required to:

1. Amend the criteria listed above.
2. Appoint a BOD Member as needed for the seat(s) vacated.
3. Delay the occurrence of the election cycle for 1 year.

TERM

Except as otherwise provided in the Charter Application concerning the terms of the initial BOD or under circumstances described below concerning integrity of continuity of operations, BOD members shall hold office for three-year terms ending in June of their third year. BOD members leaving the BOD will retain their positions until June 30 of the current school year or until new BOD members elected during the previous election have been sworn in, whichever occurs first. It is the intent of this procedure to assure a smooth transition period for newly elected members of the BOD. To ensure the integrity of continuity of operations, the BOD may extend the term of one or more members to ensure a majority of Board seats are not open for election.

VACANCIES

In the event of resignation or removal of a BOD member or BOD member-elect, The BOD will adopt a resolution declaring a vacancy at the next meeting immediately following the resignation or other event causing the vacancy. the BOD shall give notice through the school's normal means of communicating with all parents and staff, inviting applicants to apply to fill the vacancy. A qualified applicant will be selected by a vote of the BOD in a public meeting. The BOD is to appoint a replacement within 60 days of adopting the resolution declaring a vacancy, and if it fails to do so, the President is to make the appointment forthwith. The new BOD member shall be appointed for the remainder of the term of the BOD member being replaced. At no time shall the BOD be compelled to appoint or hold elections for a majority of seats on the BOD.

COMPENSATION

BOD members shall receive no compensation.

REMOVAL

A BOD member may be removed by the BOD on the following grounds:

1. The person duly elected or appointed fails, neglects or refuses to subscribe to an oath of office no later than the first regularly scheduled BOD meeting of the new member's term.
2. A BOD member is or becomes during the term of office a non-resident of the School District or not registered to vote in School District elections.
3. The BOD member is found guilty of a felony.
4. A court of competent jurisdiction voids the BOD member's election or appointment or removes the member for any cause whatsoever, but only after his or her right to appeal has been waived or otherwise exhausted.
5. A court of competent jurisdiction determines that the BOD member is insane or otherwise mentally incompetent, but only after the right to appeal has been waived or otherwise exhausted, and a court enters, pursuant to part 3 or part 4 of article 14 of title 15 or section 27-10-109(4) or 27-10-125, C.R.S., an order specifically finding that the insanity or mental incompetence is of such a degree that the person is incapable of serving as a BOD member.
6. A BOD member does not attend three consecutive regular meetings of the BOD, unless the BOD shall approve additional absences or unless the absences are due to a temporary mental or physical disability or illness.
7. A BOD member does not meet his financial obligations to the school.
8. A BOD member has violated the BOD Members Code of Conduct or Governing Style policies as determined by a 2/3 majority vote of the BOD.

RULES OF ORDER

Robert's Rules of Order will be used as deemed appropriate by the BOD.

CONFLICTS OF INTEREST

Public office is a trust created in the interest of the common good and for the benefit of the people. It is the intent of this section to maintain public confidence and prevent the use of public office for private gain. In order to avoid conflicts of interest, it is the general policy of the school not to employ or contract with BOD members or employees (except for the employee's employment), members of their families, or persons or entities having an ongoing business or financial relationship with them. BOD members and employees shall disclose any known or potential conflicts of interest in writing to the BOD prior to the time set for voting on any such transaction and a BOD member making such disclosure shall not vote on the matter or attempt to influence the decisions of other BOD members in voting on the matter.

A Member of the Board and their family members are permitted to engage in temporary employment by the school which may include, but is not limited to, serving as a

substitute classroom instructor, teacher assistant, or filling in for any other absent fulltime or permanent part-time employees, and which may include reasonable compensation for the timeframe served. Such temporary employment shall be disclosed to the BOD at the earliest possible occasion. The BOD may consider in an open meeting whether such temporary employment presents any reasonable perceived conflict of interest. Consideration may include BOD discussion, public comment, entertainment by the Chair of a motion, and a vote on the proposition with the relevant BOD Member being recused of deliberation and voting on the matter. The BOD's affirmative finding of perceived conflict of interest, by majority vote, shall preclude the Member or board member's family member under consideration from filling the paid position identified in the motion. Absence of a relevant motion, or failure of a motion for lack of a majority, shall be an indication of the BOD's finding of no perceived conflict of interest.

FINANCIAL OBLIGATIONS OF BOD MEMBERS

It is critical to good governance of the school that BOD members and their families meet their financial obligations to the school, including payment of book fees, lunch fees, and other fees or charges properly assessed by the school, fully and promptly. Failure to do so could create a conflict of INTEREST AND would create an appearance that non-paying members might not meet his or her fiduciary duty to act in the school's best interests in other matters. Also, the BOD believes that its members must act as models for the school's community. Whenever a BOD member fails to pay any such obligation when due, the Headmaster shall deliver written notice of non-payment as soon thereafter as is reasonably possible. A member's failure to pay any such obligation within 15 days after receiving such written notice shall be good cause for removal from the BOD under the removal policy.

COMMUNICATION BETWEEN THE BOD AND THE COMMUNITY

All members of the school community are free to contact any BOD member at any time on any matter. BOD members should make themselves reasonably available to discuss the school's business with concerned community members. Subject to the special considerations affecting contacts between BOD members and paid staff, and to the following rules of conduct, BOD members are free to contact any member of the school community – parents, staff and other community members – at any time on any matter. The following rules of conduct for BOD members apply to matters that are or may become the subject of discussion between individual BOD members and community members. They apply to all discussions occurring outside of a regular or special meeting of the BOD.

1) Matters discussed in executive session of the BOD may not be disclosed outside of executive session to anyone except BOD members.
2) Matters discussed by or before the BOD in open session may be disclosed or discussed with anyone at any time.

3) Matters brought to the attention of a BOD member should be brought before the BOD as a whole by the community member, and should not be brought before the BOD by the BOD member unless:
    i) the community member specifically so requests;
    ii) the name of the community member is disclosed to the BOD; and
    iii) if factual matter is included, the BOD member is prepared to vouch for its accuracy.

These rules are not intended to inhibit discussion among BOD members, or between BOD and community members, but to facilitate the conduct of the BOD's business and assure that the BOD's decisions are based on the best available information.

CONTACT BETWEEN STAFF AND BOD MEMBERS

Staff members, like other school community members, have the right to contact any BOD member at any time on any matter. BOD members should refrain from contacting staff except:

1) In matters relating to their own children; such contacts would normally be with the child's teachers or the administration.
2) When the contact is requested by the BOD or is reasonably related to a specific BOD action or a proposed action after it has been the subject of discussion by or before the BOD.

Without regard to how contact was initiated, except for the above, BOD members should not:

1) Make significant requests of staff;
2) Offer advice or suggestions to staff; or
3) Engage in informal polling of staff.

Although non-BOD parents may freely engage in these activities, it is inappropriate for BOD members to do so.

ACTION BY PARENT/STAFF INITIATIVE

The Charter and Bylaws of Liberty Common School provide that the property, business and affairs of the school will be managed by a Board of Directors. The BOD believes that parents and staff should have a means to be heard by the BOD; to propose action to the BOD; in matters of sufficient community concern, to compel BOD action. To that end, the BOD adopts the following procedure: Any parent or staff member may present a proposed action to the BOD or any BOD member in writing at any time. If it is moved and seconded at the next meeting of the BOD at which a quorum is present, the BOD will vote on it.

Adopted: 04-14-2022

2.6. Board Elections

Elections of BOD members will be held annually on the third Monday of April. At this time, other matters that are determined by the BOD to be submitted for Elector approval may also be voted on by eligible Electors as defined in the bylaws. Elections will be conducted online, and all votes will be anonymous. If an elector does not have access to email, a paper ballot will be available. Voting shall occur from the third Monday in April through and including the Friday of that same week. Votes shall be tallied upon the close of voting and the results published by an election committee made up of eligible electors appointed by the BOD, including a BOD member and an employee designated by the Headmaster. The election of the candidates will be automatic if all BOD positions up for election are uncontested. The election results shall become a permanent record of the school.

For an election to be official, 50% of all eligible electors must cast their ballots and the winning vote count(s) must total at least 25% of the eligible electors. If there are more positions to be filled than candidates who have achieved the required number of votes, all uncast ballots will be granted, in proxy, to the current BOD. The BOD will cast these votes in the manner they see fit to fill the remaining seats.

NOMINATIONS TO THE BOD

Not later than the third Monday of February, eligible electors shall be notified of the date of the next BOD election. Candidates must complete written applications stating their qualifications to the BOD. Completed applications will be accepted until 4:00 PM on the Wednesday proceeding the first Friday of March. The BOD shall prescribe the form of the application. The names of qualified candidates will be placed on the ballot upon timely receipt of a completed application therefore, and the school shall distribute such completed applications, Letters of Interest, and Statements of Educational Philosophy to eligible electors regarding, or on behalf of, any candidate.

NOTICE

Whenever notice to eligible electors is given or required to be given under this policy, such notice shall be sufficient if given by the school's normal means of communicating with all parents and staff, and the school shall have no obligation to separately notify parents or staff who, through no action of the school, lack access to such means of communication.

NEW BOD MEMBER ORIENTATION

Newly elected or appointed BOD members shall be trained in a manner to be determined by the President and the Secretary. Such training shall include, at minimum, provision of a copy of the Policies Manual, an introduction to the school's records, including the minute books, and an explanation of the obligations of BOD membership.

Adopted: 04-14-2022

2.7. Board Meetings

REGULAR MEETINGS

Regular meetings of the BOD will be held not less than once a month, with the exception of July.

MANNER OF ACTING

It is critical to good governance of the school that every member be present to vote and express opinions at every meeting of the BOD.

AGENDA

A written agenda for every regular or special meeting of the BOD shall be prepared by the President and posted with or included in every public notice of the meeting. Any matter requested by any BOD member for inclusion shall be included in the agenda. The BOD shall adopt a BOD calendar for the succeeding twelve regular meetings any time before the August Meeting. The calendar will constitute a partial list of agenda items for those meetings that may not be modified except by vote of the BOD. The time allotted to calendar items and all other matters involving agendas shall be determined in accordance WITH the above agenda requirements in this section.

PUBLIC COMMENT

Members of the public may be given a limited amount of time at the beginning of every BOD meeting for public comment. In addition, members of the public present at any BOD meeting shall be allowed to comment on every proposed action on which, after a motion is pending, every BOD member wishing to comment has commented. At the BOD's discretion, public comment may also be invited with respect to any matter affecting the school. the President may, or at the request of any BOD member shall, include in the agenda of every regular or special meeting of the BOD a time for public comment; and if no such time is included in the agenda, the BOD may invite public comment at its discretion. With respect to any proposed action, public comment must be permitted if any BOD member has commented. The following rules will govern public comment at the BOD meetings:

1) During public comment periods included in a meeting's agenda, comment will be permitted from the floor, and from BOD members, in the order requested by the raising of hands.
2) When a motion is pending:
   (i) Any BOD member desiring to speak at any time shall be given priority over members of the public.

(ii) Public comment will be ruled out of order and terminated immediately unless it relates directly to the proposed action and is reasonably calculated to influence the BOD's vote on the pending motion. At the discretion of the Chairman, one warning may be given before termination of the right to speak.

3) When public comment is invited by the BOD other than during public comment periods included in a meeting's agenda, unless the BOD directs otherwise, the Chairman shall set the rules under which public comment will be received.
4) Any member of the public desiring greater opportunity for comment than is permitted at a BOD meeting shall be invited to (1) submit comments to the BOD in writing, and (2) request that a member of the BOD place the item on the agenda of a regular meeting. No BOD member shall be required to comply with any such request.

These rules will be applied by the Chairman at all meetings unless the BOD prescribes otherwise.

VOTING PROCEDURE

All votes shall be by roll call and shall be recorded except in matter of routine business in which case the Chairman may query the BOD for any objections to the motion or resolution and hearing none may declare the resolution as passed.

Adopted: 04-14-2022

2.8. Board Officer Roles and Responsibilities

Any Officer may resign at any time by giving written notice to the President or Secretary of the BOD. Such resignation shall take effect at the time specified therein and, unless otherwise stated therein, the acceptance of such resignation shall not be necessary to make it effective.

Board President

TERM OF OFFICE: ONE YEAR, APPOINTED ANNUALLY, AS DEFINED IN BYLAWS.

GENERAL RESPONSIBILITIES

The President is the senior volunteer leader of the school who presides at all meetings of the board and other meetings as required, executing duties as defined in the bylaws. The board President oversees implementation of board and organizational policies and ensures that appropriate administrative practices are established and maintained.

SPECIFIC RESPONSIBILITIES

1. Works with the Headmaster, other board officers, and committee chairs to develop the agendas for board meetings, and presides at the meetings.
2. Recognizes his/her responsibility to set the example for other board members by playing a major role in fundraising activities.
3. Works with the board, appropriate school administration and volunteer leadership, in accordance with the school's bylaws and mission, to establish and maintain systems for:
    a. Ensuring the legal and ethical standard
    b. Hiring and evaluating the Headmaster
    c. Developing and maintaining an effective board culture
    d. Maintaining the annual board calendar
4. In conjunction with the governance committee, manages an effective pipeline of future board members, cultivates leadership succession, and manages board education and development to ensure the board operates effectively and efficiently.
5. Works with the Headmaster and other board officers to develop both immediate and long-term goals and expectations for the board that support organizational priorities, governance concerns and the board strategic plan.
6. Communicates effectively with and supports the Headmaster in his job as manager of the school. In this capacity, focuses on ensuring that the board governs rather than manages.
7. Communicates timely and effectively with the school community as appropriate. Communication topics may include board updates for school newsletters board election notifications, posting board meeting notices as defined in the bylaws.
8. Acts as board spokesman at appropriate opportunities, which may include back to school nights, all-staff meetings, attorney meetings, Poudre School District meetings. Responds to emails directed to the entire board within three days of receipt, as well as provide written response as appropriate to people addressing the board during community comment portions of board meetings.
9. Links with major stakeholders when it is agreed that the President is the most appropriate person to represent the school in instances which may include key meetings, communications with the local community, meetings with Poudre School District, or in thanking major donors.
10. Communicates with the board effectively in a way that fosters decision-making, stimulates participation and supports an appropriate balance of responsibility between board and staff.

QUALIFICATIONS

1. A commitment to support the school and an understanding of the school's values, mission, policy, bylaws and goals, and the distinctions between governance and management.
2. Strong leadership skills to inspire a shared vision for the school and for the board's work. Stimulated by a commitment to the mission, the President should guide the board toward articulating and committing to a commonly held perception of the future of the school.
3. Strong network of relationships within the greater community to leverage resources for the school.
4. Strong shared vision with Headmaster about the school's mission and goals for student achievement.
5. Strong facilitation and communication skills and an understanding of group process.
6. Objectivity so that dialog is productive and contributions are encouraged from all sides of an issue.
7. Decisiveness in order to tackle and resolve difficult issues and to keep the business of the board moving.
8. An ability and willingness to support, encourage, and develop an effective Headmaster.
9. Strong organizational skills.

INDICATORS OF EFFECTIVENESS:

1. Meets annual goals as identified and adopted at the beginning of the school year.
2. Is perceived by other board members as being fair, open to all points of views, decisive, and contributing to a culture that focuses on results.
3. Is perceived by the Headmaster as supporting and adding value to their work.
4. Is perceived as being accessible, fair, constructive, and representative of the interests of the broader school community.

Vice President

TERM OF OFFICE: ONE YEAR, APPOINTED ANNUALLY, AS DEFINED IN BYLAWS.

GENERAL RESPONSIBILITIES

The vice President is the secondary volunteer leader of the school and as such, discharges the duties of the President as required in the President's absence, as defined in the bylaws. The vice President supports the activities of the President, including sharing responsibilities as appropriate.

SPECIFIC RESPONSIBILITIES

1. Presides at meetings of board in the event of the President's absence.

2. Recognizes his/her responsibility to set the example for other board members by playing a major role in fundraising activities.
3. Works with the President in developing the agendas for board meetings and ensures meetings maintain strategic focus and adherence to the board's strategic plan.
4. Assists the President by taking on responsibility as necessary for communication with committee chairs.
5. Supports and challenges the President in all his/her responsibilities to ensure organizational priorities and governance concerns are addressed in the most effective and efficient manner.
6. Represents the board in the community, especially at events at which the President cannot attend.
7. Other duties as delegated by the President.
8. In conjunction with the governance committee, manages the development of the board in order to help it work more effectively and efficiently.

QUALIFICATIONS

1. A commitment to support the school and an understanding of the school's values, mission, policy, bylaws and goals, and the distinctions between governance and management.
2. Strong leadership and collaborative skills to support the President and to offer alternative proposals in the interest of best serving the school.
3. Strong potential and interest in acting as a future BOD President.
4. Strong network of relationships within the greater community to leverage resources for the school.
5. Strong facilitation and communication skills and an understanding of group process.
6. Objectivity so that dialog is productive and contributions are encouraged from all sides of an issue.
7. Decisiveness in order to tackle and resolve difficult issues and to keep the business of the board moving.
8. Strong organizational skills.

INDICATORS OF EFFECTIVENESS:

1. Meets annual goals as identified and adopted at the beginning of the school year.
2. Is perceived by other board members as being fair, open to all points of views, decisive, and contributing to a culture that focuses on results.
3. Is perceived by the Headmaster as supporting and adding value to their work.

4. Is perceived as being accessible, fair, constructive, and representative of the interests of the broader school community.

Secretary

TERM OF OFFICE: ONE YEAR, APPOINTED ANNUALLY, AS DEFINED IN BYLAWS.

GENERAL RESPONSIBILITIES

Provides direction for the keeping of legal documents including minutes of all meetings of the board, as defined in the bylaws.

SPECIFIC RESPONSIBILITIES

1. Create and maintain the minutes of all meetings of the board at the main offices of the school, or at such a place as the board may determine. Minutes shall record time and place of meeting, whether regular or special, how called, how notice was given, the names of those present or represented at the meeting, and the proceedings thereof.
2. Certify and keep at the main offices of the school the original or a copy of both the bylaws and the BOD Policy Manual as amended or otherwise altered to date. Maintain versions of bylaws and BOD Policy Manual prior to any amendments.
3. Ensure school websites include links to most recent bylaw and BOD Policy Manual.
4. Present for approval by the board all board meeting minutes.
5. Ensure that all notices are duly given in accordance with the provisions of the bylaws or as required by law.
6. In general, serve as the protocol officer of the board, ensuring that the keeping and posting of meeting minutes, meeting notifications, adherence to open meeting laws, and other procedural requirements are followed legally and ethically.
7. Recognizes his/her responsibility to set the example for other board members by playing a major role in fundraising activities.

QUALIFICATIONS

1. A commitment to support the school and an understanding of the school's values, mission, policy, bylaws and goals, and the distinctions between governance and management.
2. An understanding of the required record keeping and the laws of the jurisdiction (city, state) in which the school operates.
3. Attention to detail.

INDICATORS OF EFFECTIVENESS:

1. Meets expectations for the timely completion and oversight of posting of meeting minutes.

2. Meets annual goals as identified and adopted at the beginning of the school year.
3. Is perceived by other board members as being an accurate and reasonable steward of the decision-making history of the school and as being ever mindful of the duties and requirements of public service.
4. Is perceived as being accessible, fair, constructive, and representative of the interests of the broader school community.

Treasurer

TERM OF OFFICE: ONE YEAR, APPOINTED ANNUALLY, AS DEFINED IN BYLAWS.

GENERAL RESPONSIBILITIES

Provides direction for the financial management of the school and helps the board to meet its financial oversight responsibilities in accordance to the bylaws. The Treasurer may delegate the execution of these duties to the Headmaster and Director of Finance of the school but retains oversight and responsibility for the same.

SPECIFIC RESPONSIBILITIES

1. Chairman of the Financial Advisory Committee (FAC), in accordance with the bylaws.
2. Provides direction for the oversight of the school's bookkeeping and accounting policies.
3. Ensures the presentation of timely and meaningful financial reports to the board.
4. Ensures the development of an annual budget and its submission to the board for its approval. Leads the monitoring of budget implementation. Ensures adherence to all Poudre School District financial requirements and deadlines.
5. Oversees development and board review of financial policies and procedures. With the FAC, monitors the adherence to financial policies and procedures adopted by the board.
6. Develops and monitors any investment policies adopted by the board.
7. Ensures that assets are protected and invested according to board policy.
8. Leads the board in assuring compliance with federal, state, and other financial reporting requirements.
9. Ensures a timely completion of the annual financial audit in accordance with the PSD schedule.
10. Arranges for the presentation of the auditor's report to the board for their approval. With the FAC, reviews the results of the audit including the management letter, develops a plan for remediation (if necessary), and presents the results to the board.

11. Recognizes his/her responsibility to set the example for other board members by playing a major role in fundraising activities.
12. Manages annual board education so that all board members can effectively conduct oversight of the financial health of the school.

QUALIFICATIONS

1. A commitment to support the school and an understanding of the school's values, mission, policy, bylaws and goals, and the distinctions between governance and management.
2. A strong understanding of the bookkeeping, accounting systems, financial reports, and financial policies and procedures.
3. An ability to focus on both the short term and long-term financial health of the school.

INDICATORS OF EFFECTIVENESS:

1. Meets annual goals as identified and adopted at the beginning of the school year.
2. Is perceived by other board members as being transparent and efficient in delivering financial reports and as being aggressively protective of the integrity of the school's fiscal management.
3. Is perceived by the Headmaster as supporting and adding value to their work.
4. Is perceived as being accessible, fair constructive, and representative of the interests of the broader school community.

Adopted: 11-29-2018
Amended: 04-14-2022

2.9. Board Self-Evaluation

The Liberty Common School Board of Directors believes that the efficiency and performance of the Board itself directly affects the efficiency and performance of the school as a whole. Therefore, the Board will conduct an annual evaluation of its own work.

The following guidelines will apply to the Board self-evaluation:

1. The evaluation shall be a positive, constructive process, aimed at improvement rather than criticism.
2. The evaluation shall be conducted using a formal written tool. Additionally, the board will evaluate its progress on the strategic plan.
3. Board members shall evaluate the board as a whole and not individuals on the board.

4. Board self-evaluation forms shall be distributed at the first April board meeting for use at the May meetings. The board shall not be limited in its discussion to those items that appear on the form. Free discussion and informal comments are valuable.

Adopted: 06-28-2001

2.10. Public Attendance at Board Meetings

The Liberty Common School board represents the mission and vision of the school and is composed of parents from Liberty Common School. It desires to provide opportunities for any member of the school community to express interest in and concern for the school. Accordingly, all members of the school community are cordially invited to attend all open meetings of the board. A time for public comment shall be a part of every regular board meeting.

Meetings are closed to the public only when the board is meeting in executive session. An executive session may be called only to discuss matters not appropriate for public discussion pursuant to Colorado Revised Statutes, Section 24-6-402. An executive session may be called only upon the affirmative vote of two-thirds of a quorum present. No formal action of the board may be taken in any executive session.

Although the board wishes to encourage everyone to attend its open meetings, it must be remembered that board meetings are conducted to carry on the business of the school. Board meetings are not "public meetings," but meetings held in public, and public participation must be controlled to some extent so that the board can deal with its agenda within a reasonable time.

Persons who wish to make requests, presentations, or proposals to the board should follow the format listed in Section 2.7 Board Meetings of this Policies Manual.

Notice of the Liberty Common School Board meetings shall be posted in the school office one day prior to the meeting.

Adopted: 03-16-1998
Amended: 04-14-2022

2.11. Policy Making

The board shall be solely responsible for adopting, repealing or amending governing policies for Liberty Common School. Action by the board shall be accomplished as set forth in the bylaws. Any board action may be reversed by a vote of 5 of the 7 Board memberships at a regular or special meeting of the membership called for that purpose.

Emergencies: Upon majority vote of a quorum present at a regular or special meeting called for that purpose, an emergency may be declared. If any emergency is declared, a policy may be adopted on first reading.

Proposed policies should be referenced to the proposed table of contents policy title. If it is an amendment, the entire policy should be typed with the new language in all capitals with the language to be deleted lined out.

The Headmaster shall be responsible for reviewing, adopting, amending, or repealing operational policies, procedures or regulations. All such operational material shall be in accordance with the Liberty Common School governing policies, and shall reference the related governing policy by section and number.

Adopted: 06-28-2001

2.12. Board Member Conflict of Interest

Public office is a trust created in the interest of the common good and for the benefit of the people. It is the intent of this section to maintain public confidence and prevent the use of public office for private gain. In order to avoid conflicts of interest, it is the general policy of the school not to employ or contract with BOD members or employees (except for the employee's employment), members of their families, or persons or entities having an ongoing business or financial relationship with them. BOD members and employees shall disclose any known or potential conflicts of interest in writing to the BOD prior to the time set for voting on any such transaction and a BOD member making such disclosure shall not vote on the matter or attempt to influence the decisions of other BOD members in voting on the matter.

Board members shall serve without compensation, but may be reimbursed for any necessary expenses incurred by them in performing their duties as members of the board.

Any contract with the school involving a member of the board, or the board member's family, shall be approved by the full board with the interested member abstaining. Each board member is responsible to make known to the board any circumstances that could involve a potential conflict of interest.

In the event that an issue, in which a board member has a non-financial, but family or personal interest, and which does not apply to the general case, is elevated to the Board for consideration, the Board member with the personal interest will abstain from voting on the matter.

Adopted: 06-28-2001

2.13. Board Review of Administrative Procedures

Administrative procedures, policies and regulations should reference existing Board policies. The employee manuals and student handbook should reference existing Board policies and numbering.

The Board reserves the right to review administrative regulations and policies at its discretion. However, the Board of Directors shall revise or veto regulations only when, in its judgment, such regulations are inconsistent with the board's policies.

Adopted: 06-28-2001

2.14. Advisory Committees to the Board

The primary purpose of all advisory committees to the board is to contribute to the educational program of the school by conducting studies, identifying problems, or developing recommendations to assist the board in making decisions. The ultimate authority to make those decisions, however, will continue with the boards as required by law.

Advisory committees will be formed by the board at such times and for such purposes as the board may deem necessary. They will be given a clear charge in writing, and will be dissolved upon accomplishing that charge.

Membership in advisory committees will be chosen from among those who have shown an interest in education or who have special knowledge or expertise relating to the committee's purpose. Once activated, an advisory committee will report periodically to the board.

Adopted: 06-28-2001
Amended: 12-16-2004

2.15. School Accountability Advisory Committee

The School Accountability Advisory Committee, (a.k.a. - School Improvement Team - SIT) is established as a standing committee to advance the educational program of the school. The SIT shall conduct itself at all times so as to fulfill the requirements of federal and state laws, rules and regulations, the Charter School Application, the Charter School Contract, school policies, and Poudre School District policies and procedures.

Adopted: 04-14-2022

2.16. Academic Advisory Committee

The Academic Advisory Committee (AAC) is established as a standing committee to advise the Board of Directors (BOD) on matters of curriculum and the school's academic program. The AAC shall conduct itself at all times so as to fulfill the requirements of federal and state laws, rules, and regulations; the charter application and contract; school policies; and applicable Poudre School District policies.

PURPOSE

The purpose of the AAC is to assist the BOD in maintaining the original vision of Liberty Common School as set forth by the founders of the school. No curricular changes will be made without review from the AAC; however; per Liberty Common School's charter, the BOD has final responsibility for all curriculum decisions.

MEMBERSHIP

1. Voting members of the AAC will be annually appointed and removed by a vote of the BOD. Members will be individuals who have demonstrated understanding and support of the school's philosophy and vision as determined by the Board of Directors. The AAC will annually submit its recommendations for membership to the BOD.
2. Representatives:
   - Teachers: Teachers provide input into the recommendation for curriculum decisions and guidance on the implementation of any new or modified curriculum. AAC voting membership to include:
     - 2 voting representatives from the elementary school
     - 2 voting representatives from the middle/high school
   - Parents: Parents should offer content expertise in at least one content area and provide student/family life perspective on academic issues. The BOD should attempt to balance the content expertise of the AAC members such that all academic content areas are represented.
     - 5 or more voting representatives - founding parents if possible, else other parents who have demonstrated support for the school's philosophy and whose children have attended Liberty for multiple years
   - BOD Member:
     - 1 voting representative from the Board of Directors to serve as a liaison between the board and the AAC
3. Officer positions may be held by any representative on the AAC and will be annually approved by a vote of the AAC:
   - 1 Chairperson
   - 1 Secretary
4. Non-Voting Observers: Additional parents and teachers who desire to work with the AAC on specific curriculum issues in accordance to their interest and expertise are welcome to attend regular meetings of the AAC. The AAC may choose to mentor these individuals as a potential means to develop future candidates for the AAC and/or the BOD.
   - Non-voting observers should not participate in AAC meetings unless invited by the Chair to speak.
   - Attendance at AAC meetings as a non-voting observer does not guarantee future appointment to the AAC.

RESPONSIBILITIES

1. The AAC will review and evaluate potential changes to the curriculum as directed by the BOD, and report back to the BOD with its evaluation results and recommendations. This includes but is not limited to:
    a. the addition or removal of any course or curriculum component
    b. new textbooks and academic programs
2. The AAC may propose new curricula, curriculum components, textbooks, academic programs, policies, and policy changes to the BOD.
3. At the direction of the BOD, AAC members may mentor and assist teachers in the implementation of curriculum or curriculum changes.

Adopted: 8-8-2002
Amended: 12-16-2004
Amended: 12-20-2018
Amended: 03-22-2023

2.17. Financial Accountability Committee

The Financial Advisory Committee (FAC) is established as a standing committee to advise the BOD on financial matters and business operations of the school. The FAC shall conduct itself at all times so as to fulfill the requirements of federal and state laws, rules and regulations, the Charter Application, the Charter Contract, school policies, and applicable Poudre School District policies. The Treasurer shall serve as chairman of the school's Financial Advisory Committee.

Adopted: 04-14-2022

2.18. Governance Committee

PURPOSE

The governance committee is commissioned by and responsible to the Board of Directors to assume the primary responsibility for matters pertaining to board recruitment, nominations, orientation, organization, education as well as established policies and practices approved by the board.

MEMBERSHIP

1. Chair and membership of the governance committee shall be made annually by the Board of Directors.
2. The chair of the committee shall be a member of the Board of Directors.

3. Additional committee members shall be members of the Board of Directors. Members outside of the Board of Directors can be appointed by the board as appropriate.

RESPONSIBILITIES

1. Ensure a yearly succession plan for board officers, in coordination with the board President.
2. Analyze the skills and experience needed on the board.
3. Develop and review annually the procedures for board recruitment.
4. Recruit members to serve as members of the board, in accordance with election procedures outlined in the bylaws and policies.
5. Maintain an annual orientation and training plan for new board members.
6. Assist in the planning of an annual board retreat and other deeper strategy sessions as needed.
7. Manage a schedule for periodic board education as needed.
8. Partner with the board President to create annual, specific, and measurable board-level goals as part of the full board planning process.
9. Regularly evaluate the effectiveness of board meetings, and make recommendations for improvements to the President and the full board as needed.
10. Regularly review the roles and responsibilities of board officers.
11. Annually coordinate an evaluation of the full board and individual members.
12. Report at regular board meetings in a manner determined by the board.
13. Annually evaluate its work as a committee and the objectives it has committed itself to, and report on same to the board.

Adopted: 10-25-2018
Amended: 04-14-2022

2.19. Development Committee

PURPOSE

The development committee is commissioned by and responsible to the Board of Directors to assume the primary responsibility for raising funds to support Liberty Common School's mission and strategic plan.

MEMBERSHIP

1. Chair and membership of the development committee shall be made annually by the Board of Directors.
2. The chair of the committee shall be a member of the Board of Directors or the Liberty Common School Director of Fundraising and Community Relations.

3. Additional committee members may be members of the Board of Directors. Members outside of the Board of Directors can be appointed by the Board as appropriate.
4. Committee membership may include:
    a. Director of Fundraising and Community Relations
    b. Financial Operations Manager or designee
    c. Board member who is the liaison to the Core Knowledge Charter School Foundation
    d. LCS and LCHS Volunteer Coordinators
    e. Parent volunteer event committee chairs, as appropriate

RESPONSIBILITIES

1. Develop annual and multi-year fundraising plans and timelines that will generate funds needed to meet the school's fundraising goal.
2. Annually create specific, measurable, board-level goals as part of the full board planning process and regularly report progress to the board at its regular meetings in a manner determined by the board.
3. Coordinate the implementation of the fundraising plan with fundraising efforts by board members, senior staff, parents and other volunteers.
4. Develop the necessary sub-committee systems to successfully carry out the fundraising events and activities that are part of the annual fundraising plan; supervise the functions of the sub-committees.
5. Involve all board members in the resource development activities of the organization.
6. Provide for board training on development issues, as needed.
7. Annually evaluate its work as a committee and the objectives it has committed itself to, and report on the same to the board of directors.
8. Implement an annual marketing plan consisting of monthly messaging for all committees, board of directors and administration to promote.

Adopted: 10-25-2018
Amended: 04-14-2022

2.20. Documents in Advance of Board Meetings

Documents for agenda items are to be provided to the BOD one week in advance of the Board meeting. Board members should be provided with a summary of the issue or concern and the proposed Board action for all agenda items, so that BOD members have time to evaluate topics prior to discussion and decision making.

Adopted: 10-16-2003

Amended: 06-03-2004

2.21. Policies Manual

Liberty Common School policies, as adopted by the BOD from time to time, shall be recorded and maintained by the Secretary of the BOD, with the assistance of office staff, in a book separate from the minutes of the meeting at which they are adopted. The book shall be known as the "Liberty Common School Policies Manual" ("Policies Manual"). The Policies Manual shall have a current table of contents, listing in a logical order designed by the Secretary or the BOD, the contents and every policy contained therein. A current copy of the Policies Manual shall be maintained in the school office at all times and posted on the school's website and shall be a public document subject to inspection during regular school hours. Each BOD member will be supplied with a current copy, and with updated material as adopted, and it shall thereafter be the member's responsibility to maintain a current copy. Every action of the BOD that will result in any change to the Policies Manual shall be identified as such prior to the BOD's vote thereon. If an action already taken by the BOD is thereafter proposed for inclusion in the Policies Manual, a separate vote shall be taken for that purpose.

Adopted: 04-14-2022

2.22. Books and Records

The school shall keep records as required by law, shall keep minutes of the proceedings of the BOD as required by law, and shall keep at the Headmaster's office a record of the names and addresses of the members of the BOD. To the extent required or permitted by law, all records of the school shall be public documents and shall be open to public inspection upon reasonable request. However, student records, personnel records and any other record protected under privacy laws are excluded.

Adopted: 04-14-2022

3. ADMINISTRATION

3.1. Delegation to Headmaster

The Headmaster shall serve as the Chief Executive Officer and chief administrator for the day-to-day operations of the school as well as the school's personnel administrators, and shall perform such other services and duties as the BOD assigns. The Headmaster shall have the authority both to offer and to terminate employment, subject to prior BOD review of all termination decisions and of annual teacher retention decisions. Except as otherwise provided in these ~~Bylaws~~ Policies or by resolution of the BOD, the Headmaster shall have the authority to act for the school in any matter and the action of the Headmaster shall be the action of the school. If such action sets or implies policy, it must be ratified at the next regularly scheduled meeting of the BOD. The Headmaster shall attend all meetings of the BOD except as otherwise directed by the BOD, but shall not be

entitled to vote. The Headmaster shall be appointed by the BOD, shall account to and serve at the direction of the BOD, and may be removed at any time, with or without cause, by an affirmative vote of the BOD. The BOD shall vote annually, no later than at its regularly scheduled May meeting, on whether to retain or remove the Headmaster for the succeeding school year.

The provisions of this paragraph shall apply only during such time that the Headmaster position is vacant. The 7-12 Principal and K-6 Principal shall report directly to the BOD, and they will serve as the Chief Executive Officers and chief administrators for the day-to-day operations of the school as well as the school's personnel administrators for their respective campuses, and they shall perform such other services and duties as the BOD assigns. The school's director of finance will also report directly to the BOD as the Chief Financial Officer for the school with overall budget-management responsibility. The 7-12 Principal and K-6 Principal shall manage the spending budgets for their respective campuses and shall have the authority both to hire and to terminate employees for their respective campuses. The Principals and Director of Finance shall account to and serve at the direction of the BOD and may be removed at any time, with or without cause, by an affirmative vote of the BOD.

All BOD authority delegated to staff is delegated through the Headmaster, so that all authority and accountability of staff—as far as the BOD is concerned—is considered to be the authority and accountability of the Headmaster.

The BOD will direct the Headmaster to achieve certain results through the establishment of goals. The BOD will limit the latitude the Headmaster may exercise in practices, methods, conduct, and other "means" through the establishment of executive limitations policies. The BOD may adopt executive limitation policies which place boundaries around the actions of the Headmaster.

As long as the Headmaster uses any reasonable interpretation of the BOD's goals and executive limitations policies, the Headmaster is authorized to make all decisions, take all actions, establish all practices, and develop all activities.

The BOD may change its goals and executive limitations policies, thereby shifting the boundary between BOD and Headmaster domains. By doing so, the BOD changes the latitude given to the Headmaster. So long as any particular delegation is in place, the BOD members will respect and support the Headmaster's choices.

Only decisions of the BOD acting as a body are binding upon the Headmaster.

Decisions or instructions of individual BOD members, officers, or committees are not binding on the Headmaster except in rare circumstances when the BOD has specifically authorized such exercise of authority.

In the case of BOD members or committees requesting information or assistance without BOD authorization, the Headmaster can refuse such requests that require—in the Headmaster's judgment—a material amount of staff time or funds or are disruptive.

Adopted: 02-25-1999
Amended: 12-16-2004
Amended: 09-21-2017
Amended: 04-14-2022

3.2. Headmaster Job Description

General

The Headmaster is accountable to the Board of Directors of LCS as the authority in charge of (1) leadership, (2) educational mentoring, (3) school and staff management, and (4) the finances of the charter school. The Headmaster is employed at-will and is the executive decision-maker for the operation of the school, and is ultimately responsible for the success of the education of the pupils in accordance with the principles established in the charter document and the vision of the Board of Directors. The Headmaster's resources are a faculty of professional teachers and classroom aides, and a small administrative staff. The Headmaster will also take advantage of volunteer staff organized in boards and committees. The following expands on the four main areas of responsibility previously introduced.

Leadership

Leadership consists of communicating and implementing the mission of the school as the team leader, fostering the school charter, and sharing it with faculty, staff, parents, and with the community. For example, the Headmaster is expected to:

- adopt and promote the vision of the Board of Directors and the principles of the Charter
- motivate and unify staff and faculty in a non-threatening environment
- liaise with stakeholders as the school's advocate
- mediate communication among Board of Directors, faculty, staff, and parents
- interpret the school to the community soliciting creative participation and beneficial relationships.
- Promote Liberty Common School and charter schools in general at the state-level through appropriate state-level organizations.
- foster collegiality among staff by cultivating and rewarding individual contribution

Educational Mentoring

Educational mentoring consists of coaching and supervising the educational environment of the school with particular attention to the implementation of the school's curriculum. For example, the Headmaster is expected to:

- assure that the curriculum and its delivery is academically sound and consistent with the Core Knowledge sequence (K-8) and college preparatory expectations (9-12)

- assure that teaching methods and contents are consistent with the philosophy of the school
- assure the values of a democratic society are taught in appropriate and sanctioned ways
- assure skills of learning and habits of mind are taught in a manner consistent with the school charter
- plan for the academic and professional growth of faculty
- interview for and appoint department heads
- keep informed of current trends in education
- act as an educational consultant to the Board of Directors
- be the guarantor of proficiency testing for the students
- be involved with students' academic progress
- support academic awareness among students and families
- recognize achievement
- provide coaching and expertise to staff that facilitates effective delivery of the total educational program

School and Staff Management

School and staff management consists of providing direction to and evaluation of students, faculty, and staff. For example, the Headmaster is expected to:

- manage physical resources
- oversee, guide and mentor the Principals at the elementary and high school campuses.
- recruit and recommend paid staff positions to the Board of Directors
- evaluate personnel performance
- facilitate conflict resolution
- be responsible for abiding by and maintaining compliance with all relevant legal statutes pertaining to school operations
- be responsible for after-school and extra-curricular activities
- work closely with parent groups and committees
- recommend corrective action to address recognized problems
- initiate and supervise disciplinary procedures

Finances

To assume a supervisory and directing role for the monetary obligations of the school. The Headmaster is expected to:

- lead the development and implementation of the annual budget
- authorize extraordinary expenditures
- oversee and approve employee, service and maintenance contract stipulations through appropriate delegation via the Financial Operations Manager.

- review monthly the ordinary administration of the school and the implementation of the budgets
- review annually the financial performance of the school
- oversee and approve all fund-raising efforts
- supervise Financial Operations Manager
- perform duties of the Financial Operations Manager in the event that the position is not filled by another individual

Minimum Job Requirements

- Master's degree in related field or equivalent combination of education and experience
- Three to five years of classroom teaching experience or applicable professional experience
- Experience in educational management or administration
- Experience in developing and implementing organizational budgets
- Management/supervision experience

Other Desired Characteristics

- Knowledge of Core Knowledge Curriculum including sequencing and teaching
- Experience/knowledge of entrepreneurial education systems
- Experience/knowledge of developing instructional curricula

Adopted: 12-03-2011
Amended: 09-21-2017

3.3. Business Manager Job Description

The Business Manager at Liberty Common, under the guidelines set forth in our charter, is accountable to the Headmaster as the authority in the areas of:

- Finance
- Building and Grounds
- Non-Academic Personnel
- Legal Compliance of the School

Finance

Oversee the development and maintenance of a positive financial position for the school.

- LCS Accountant
- Provide all necessary documentation for and oversee successful, on-time completion of LCS annual audits
- Work with the Headmaster, BOD, Core Knowledge Charter School Foundation and LCS Building Corporation to develop budget and effectively use funds.

- Provide monthly reports on
    - Budget
    - Grant monies and status
    - Areas of concern in budget, purchasing, facilities, or grants including specific proposals for dealing with these issues
- Develop financial support information for grant applications.
- Liaison with PSD in financial matters
- Responsible for school assets and supplies including procedures for ordering and inventory, and negotiating maintenance contracts for equipment

Building and Grounds

Oversight responsibility for all physical school facilities including safety, security, maintenance, and relationships with third party contractors to maintain and improve the facility.

- Traffic flow and effectiveness
- Student safety in building and outside on all school grounds
- Oversee safety response team and related volunteers
- Ensure that this process is in place, documented, and periodically tested
- Communicate with local authorities in regards to safety matters

Personnel

- Coordinate with Poudre School District and manage Liberty Common School's portion of all non-performance related personnel issues for all school employees including payroll, benefits, hiring paperwork, documentation, etc.
- Maintain faculty and non-academic staff records including interview and hiring paperwork, benefits, evaluations, contracts

Legal Compliance

Assure LCS is in compliance with all applicable state, federal, and local laws & regulations; including adherence to charter contract. Stay abreast of changes to applicable laws and regulations, and communicate to Headmaster and Board of Directors how such changes may affect LCS.

Minimum Job Requirements

- Bachelor's degree in Business Administration or Finance
- Management experience in a non-profit educational setting
- Management experience in facilities and auxiliary departments
- Computer literacy and proficiency with appropriate software applications

Adopted: 06-28-2001

Amended: 12-03-2011

3.4. Elementary Principal Job Description

The Principal at Liberty Common School is accountable to the School's Headmaster, and will assume the role of the Headmaster in his or her absence. The Principal works closely with the Headmaster and other faculty and staff to successfully fulfill the responsibilities that follow.

Leadership

- Maintain academic excellence at Liberty Common Staff by promoting the vision of the school
- Work with the Headmaster and the Board of Directors to achieve school-wide goals
- Motivate and unify staff and faculty
- Assist with curriculum decisions
- Hold weekly staff meetings
- Assist with professional development opportunities
- Attend all executive, finance, and administrative meetings
- Assist with public information nights
- Head school wide functions (ie. Fall Festival, Winter Carnival, Olympic Day, May Fest)
- Conduct monthly character education assemblies

Educational Mentoring

- Assure that the curriculum and its delivery is academically sound and consistent with the Core Knowledge sequence
- Develop yearly accountability report to Poudre School District
- Lead school wide Assessment Data Interpretation and the development of Data driven instructional goals

School and Staff Management

- Oversee the hiring and retention of LCS staff
- Monitor staff leave requests
- Develop and audit safety procedures each year
- Maintain a school schedule that fosters teaming between teachers
- Athletic Director for the elementary students
- Manage facility usage
- Manage and monitor school wide discipline

- Observe and evaluate staff
- Evaluate personnel performance at the end of the year

Non-Academic Personnel

- Ensure effective performance, communication, and professionalism among all non-academic staff
- Oversee all non-academic programs
- Administrative staff
- Health office
- Custodial services
- Lunchroom attendants
- Playground monitors
- Before and after school care

Finances - Work with Business Manager to coordinate school activities and cost of LCS operations
Character Education—Develops and oversees implementation of the character education program, which is based on the school's established foundational character traits.

Student Life - Develops and encourages a positive school culture and school traditions with the help of all faculty, staff, and administration. Develop student connectedness to the school. Ensure student security and safety.

Student Behavior - Lead school-wide programs and efforts related to managing student behavior including establishing discipline policies. Responsibilities in this area include communication with parents, detention procedures, and dress code compliance.

Adopted: 06-28-2001
Amended: 05-06-2004
Amended 12-03-2011

3.5. High School Principal Job Description

Oversee all academic programs 7-12.
Curriculum.

- Monitor implementation and effectiveness of curriculum in classrooms.
- Confer with teachers on curriculum issues.
- Confer with parents on curriculum issues.
- Advise BOD on curriculum issues.

- Research programs and textbook offerings.
- Work with AAC and other academic committees.
- Oversee teacher professional development.

Classroom Instruction.

- Observe classroom instruction; document observations.
- Confer with teachers and provide corrective strategies, as needed.
- Track academic progress in all academic subjects.
- Meet with teachers and parents regarding students' academic performance, as needed.

Assessments.

- Analyze test results; create reports for Board and parent community.

Supervision of Teachers.

- Make hiring, retention and firing decisions for teachers.
- Manage staff performance improvement.
- Develop and monitor remediation process for teachers, as needed.
- Provide evaluations for teachers.

Staff Meetings.

- Lead staff meetings.
- Arrange for outside training services, as needed.

Principal Meetings.

- Attend District Principal meetings as needed.
- Attend Charter-School leadership meetings.

District and State Reports.

- Write and submit district and state reports in a timely manner.
- Write school accountability plan.
- Complete Assessment Data Interpretation and the development of Data driven Instructional goals.

Communication with Board.

- Prepare LCHS Principal Report to BOD.
- Advise BOD of relevant issues in timely manner.

Communication with Parents.

- Supervise weekly communications with the parent population.
- Maintain mass- and targeted communication with school community.

Development of Policies.

- Develop new policies and revisions for BOD as needed.

Salaries and Performance Pay.

- Develop compensation adjustments for all LCHS staff for Headmaster approval.

Supervision of non-educator/office Staff.

- Make hiring and retention decisions.
- Supervise job performance.
- Determine areas of responsibility.

Budget.

- Work with Business Manager, advise BOD of relevant issues in a timely manner.

Set goals for LCHS.

- Identify weaknesses.
- Identify strengths.
- Manage improvement.
- Conduct net assessment of LCHS.

Assist in carrying out expansion plans.

- Classrooms.
- Gymnasium.
- Engineering labs.
- Athletic program/facilities.

Carry out innovation improvements.

- Technology.
- Engineering, science equipment, labs.
- Establish, expand academic relationships – CSU, Front Range, private sector, etc.
- Foreign-language.

- Music program.
- Theatre.
- Art.

Foster maturity of House System.

Grow and formalize fund-raising strategies.

Expand media exposure including social media.

Adopted: 12-03-2011

3.6. Dean of Students

3.7. College Counselor/Administrator Job Description

General

The College Planning Counselor/Administrator at Liberty Common School is accountable to the School's Headmaster and High School Principal. The College Planning Counselor/Administrator works closely with the Headmaster, High School Principal and other faculty and staff to successfully fulfill the responsibilities of a College Planning Counselor and Junior High Athletic Director.

College Counselor

- Assist all students (returning and new) with registration process and course selection.
- Assure students have proper courses for graduation and college entrance.
- Communicate with parents/guardians in regards to student course deficiencies for graduation and college entrance.
- Assist the administration in the design and implementation of the Liberty Common High School information nights.
- Coordinate all college level entrance tests.
- Promote, market, and connect Liberty Common High School to colleges and universities.
- Assist in development and maintenance of a course catalog and course selection sheet.
- Provide newsletters and other information to parents/guardians and students that relate to testing dates, college visitation dates, deadlines for filing applications, presentations that are held for career speakers and dates of military recruiter visits.
- Maintain a library of catalogs, pamphlets and directories from colleges, technical schools and military academies. This information shall include forms, scholarship information, financial aid information, military services information and occupational briefs.
- Identify and promote appropriate College Fairs.

- Coordinate individual visits from college representatives.
- Initiate contacts with professionals in the community and arrange for students to job shadow.
- Assist outside agencies visiting the school and speaking to groups of interested students. This shall include military, college and technical school representatives and representatives of careers available without post-secondary training.
- Process post-secondary and scholarship applications.
- Write letters of recommendation for students who want to enter post-secondary institutions or are applying for jobs.
- Prepare and process scholarship materials; establish, organize and meet with scholarship committees; make scholarship applications available to students; and guide students through the total process.
- Be responsible for programming meetings with the parents/guardians of seniors to explain financial aid.
- Guide students through the entire college preparation process -- touring prospective colleges; deciding which colleges to apply to; completing and submitting applications by the deadline; registering for SAT and other admissions tests; and securing financial aid, scholarships and other forms of financial assistance,"
- Introduce students to online resources (Naviance).
- Maintain a college planning website for LCHS students and parents.

3.8. High School Athletic Director/Administrator Job Description

- Oversee athletic programs
- Maintain records for all student release forms, assuring all participating athletes have a current physical form on file.
- Responsible for the scheduling of all High School athletic events.
- Run a grade report for active athletes each week to determine eligibility, and communicate this information to students, coaches, teachers, and parents.
- Manage the parent carpool, assuring that all parents participating in the carpool have the necessary paperwork on file.
- Manage the bus schedule for games at other schools.
- Attend all home high school athletic events.
- Attend all NCIL Athletic Director meetings.
- Communicate with the Business Manager regarding all coach’s stipends and salaries.

Administrative responsibilities

- Provide administrative coverage when the headmaster or principal are not in the building.

- Assist in supervision and coverage of school events.
- Actively participate and serve as a member of the High School administrative team.
- Serve as School Assessment Coordinator for the Upper School.
- Head the creation of the Master Schedule for the Upper School.

Minimum Qualifications

- Bachelor's degree from an accredited college or university and demonstrated teaching experience at the lower, middle or upper school level.
- Possesses the ability to work with adolescents.
- Adheres to the standards of professional ethics and exercises discretion in dealing with confidential information.

Desired Qualification

- Master's degree and/or two years of experience in a college counseling role.
- Demonstrates ability to work independently and with others as a member of a school team.

Adopted: 12-03-2011

3.9. Subject Specialist

According to Liberty Common School's Charter:

1. The School's curriculum, and the Thinking Framework within which it is delivered, requires specialization as the students progress through the grades. For this reason, teachers in the upper grades are to have advanced training in their specialty (English, Math, Science, or History/Economics). The typical training of an elementary teacher does not prepare them to deliver the Core Knowledge Sequence, nor the related thinking skills required. (*Section (d) I. A. School Design, page 12**)
2. "The interaction of faculty between lower and higher level classes is fundamental to providing the preparation support, higher order thinking mentoring, and the coherence of the curriculum which builds on itself over time." (*Section (d) I. A. School Design, page 13*)
3. "Upper grade teachers will mentor elementary grade teachers in their areas of specialization. They will help ensure continuity in subject content throughout the curriculum." (*Summary, page 2*)

In order to meet these requirements of our Charter, Upper School Specialists:

- Have primary oversight responsibility for the academic programs of the school in the areas of English, Math, Science, and History/Economics. Report annually to the Headmaster and the BOD about the state of the curriculum and skill development in their area of academic specialty.

- Assist in developing improvements to the K-8 curriculum as directed by the BOD.
- Oversee continuity of subject content and cohesive delivery across all grades.
- Review content and skills assessments and other methods of gathering data to assess student progress in English, Math, Science, and History/Economics. Recommend necessary improvements and changes based on assessment data to staff, Headmaster, or BOD as appropriate.
- Train and mentor teachers in the content of the Specialist's area of academic expertise.
- Suggest opportunities for teaching English, Math, Science, or History/Economics across disciplines such as identifying historical connections in literature, historical roots of math concepts, economic concepts in politics, Latin vocabulary in science, and cooperative projects between teachers in all areas.
- Define the specific critical thinking skills unique to their area of specialization, i.e. the Habits of Mind. References for Habits of Mind in Science, Math and History are included in the Charter (*Section (d) I. B. Philosophy and Approach, Skills, page 16*).
- Train and mentor teachers and suggest methods for teaching skills (which are reading, writing, speaking, listening, calculating, and thinking) (*Section (d) I. A. School Design, page 13*) in accordance with our Charter which requires skill instruction integrated with content. (*Section (d) I. B. Philosophy and Approach, Skills, page 15*).
- Communicate regularly with Headmaster on issues of scientific, historical, mathematical and/or English literacy at Liberty Common School.
- Communicate regularly and professionally with colleagues.
- Communicate annually, or on an as needed basis, with the BOD on the progress of their mentoring program and advancement of the curriculum in their area of academic expertise.
- Have and continue to seek advanced training annually in order to bring new ideas, programs and curriculum to school at various grade levels. Present annual plan for advancement and training and assesses need for and requests budget for necessary training for self and others.
- Teach content classes for grades 7-9 and follow all criteria for the Teacher job description.
- Develops annual plan for advancement and refinement of Upper School Specialist job including requests for funding and compensation.

* *Page numbers correspond to those in the original Charter document written and submitted by parents to the PSD Board of Education on October 1, 1996. The on-line version of the Charter may have different pagination.*

Adopted: 07-25-2002

3.10. Board Notification

The Headmaster will notify the Board of Directors of any law enforcement or social services investigation which takes place on school grounds involving students,

volunteers, employees, or parents. The Headmaster will inform the BOD that the investigation occurred and, unless instructed otherwise by law enforcement officials or Liberty's legal counsel, the nature of the investigation. The Headmaster will not disclose names of the individuals involved unless it is public record, or necessary to ensure safety at the school.

Adopted: 05-20-2004

4. PERSONNEL

4.1. Employee Manual

Refer to Employee Manual for additional information regarding employees.

4.2. Selection of School Staff

The Board's specific personnel service goals are as follows:

1. Recruit, select, employ, train, and retain the best-qualified personnel available to staff the school. This staff will be committed to the Core Knowledge curriculum (K-8th) and subject matter experts (High School) and share the vision of the school as described in the charter.
2. Provide equal employment opportunities for all candidates for positions in accordance with the board's non-discrimination policy. Develop high quality human relationships conducive to high levels of staff performance and satisfaction.
3. Interview committees may consist of members of the personnel committee, Board members, Headmaster, Principals, other staff members, and others appointed by the Board.
4. Develop and manage staff compensation, leave, and benefit programs in ways that attract and retain qualified employees.
5. Manage the development and updating of job descriptions by appropriate administrators.
6. Oversee an employee evaluation program that contributes to the improvement of staff performance and professional development.
7. Effectively administer contracts and personnel policies with the aim of safeguarding good relations between the board and its staff.

Adopted: 06-28-2001
Amended: 12-03-2011

4.3. Headmaster Support and Evaluation

Overview

The Liberty Common School Board of Directors believes the success of the Headmaster directly affects the success of the school. The purpose of the Headmaster Evaluation is to strengthen the Board's support, evaluation and partnership with the Headmaster. In order to properly satisfy the Liberty Common School bylaws, the Board has the responsibility to provide regular and specific feedback regarding the Headmaster's performance. The purpose of the Headmaster Evaluation is to provide timely and relevant performance feedback to ensure the Headmaster is succeeding in accordance with annual goals as determined in the evaluation and will be based on the Headmaster Job Description as defined in the Board Policy Manual. Support and advancement of the Board's strategic plan will also be evaluated.

Process

- The Board of Directors shall annually appoint, during the regular August Board meeting, one Board member who will assume the primary responsibility for implementing the Headmaster support and performance evaluation process for the upcoming school year. Those responsibilities will include:
    - Annually review and revise as necessary the Headmaster Job Description.
    - Work with the Headmaster to ensure the Headmaster develops, shares and receives Board approval on organizational goals for the upcoming school year.
    - Establish a process for conducting regular meetings with the Headmaster. The purpose of the check-in meetings will be to track progress toward the annual organizational goals and strategic plan and provide the appropriate Board support to the Headmaster as needed. The minimum expectation is that the check-in meetings will occur quarterly. A summary of the meeting will be provided to the Board.
    - Implement a comprehensive Headmaster Evaluation which includes: the Headmaster self-evaluation, input from the entire Board, and administration and staff as deemed appropriate.
    - Create the Headmaster's contract and will recommend updates to the Headmaster's compensation as appropriate for consideration by the full board. Associated compensation change is to be effective July 1 in accordance with the fiscal year.
- The Headmaster Evaluation must be completed by early May.
- A minimum of two board members will discuss the Headmaster Evaluation in an in-person meeting with the Headmaster to be held in June. The representatives will strive to deliver the evaluation in accordance with the sentiment of the entire board.

Adopted: 03-07-2019

4.4. Teacher Evaluations

Information regarding teacher evaluations can be found in the employee manual.

At-will provision: Not withstanding this policy, teachers may be terminated by the Headmaster, at their sole and absolute discretion, with or without cause. Each teacher specifically acknowledges, by signed contract, that he/she is an at-will employee and that there have been no promises of continued employment at Liberty Common School from any of its agents or representatives.

Adopted: 06-28-2001

4.5. Staff Conflicts of Interest

At no time shall any employees of Liberty Common School engage in any employment that would (1) affect their usefulness as employees of the school; (2) make time and/or energy demands upon the employees that interfere with their effectiveness in performing their contractual duties; (3) compromise or embarrass the school; (4) adversely affect their employment status or professional standing; or (5) in any way conflict with or violate professional ethics.

Teachers shall not engage in any other employment or in any private business during the hours required to fulfill assigned educational duties.

Employees shall not sell any books, supplies, musical instruments, or equipment to any student or to the parents or guardian of a student unless prior approval has been received from the Headmaster.

No administrator shall be responsible for the supervision and or evaluation of a relative.

No member of the Board of Directors shall be responsible for evaluation of a complaint against a family member.

Adopted: 06-28-2001

4.6. Sexual Harassment

Refer to Employee Manual

4.6 Leave of Absence Policy

All employees are expected to work the scheduled workdays in the calendar year.

The purpose of this policy is to recognize the occasional need for an employee to be excused from a regular workday based on varying reasons and personal circumstances. Leave Day classifications as outlined below are intended to: 1) define rules or conditions and will serve as a general guideline for an employee requesting leave days from regular or daily school assignments, 2) serve as policy and procedure for administrative guidance and compliance, and 3) for BOD governance.

A. Short Term Leaves - Paid Days

i) Flex Time Off

Flex Time Off (FTO) provides all full-time staff members with paid time away from work that can be used for personal time, personal illness, or time off to care for dependents. All time away will be deducted from the employee's FTO bank with exceptions of time off in accordance to Liberty's policy for jury duty, military duty, and FMLA leave.

Teaching and non-teaching staff are entitled to eight (8) days of FTO per year.

Flex days accrued beyond sixteen (16) days will be paid out annually at $80 each for all employees. Employees can bank a maximum of 16 days. For example, a teacher could have 16 days in the bank and 8 days for the year which would provide them with 24 days to use in the current year. The intent of banked days is to be used in the event of significant injury or illness. Circumstances allowing use from banked days (extended personal illness, catastrophic events, etc.) must be approved by the Principal, and may require written proof.

Employees will receive 8 flex days at the start of each year and will be asked to sign off on days used. Employees that have over used their 8 flex days and any banked days shall be deducted in their following paycheck. Any unused flex days at the end of employment at Liberty Common School will be surrendered to the employer.

Use of flex days for personal time off is not allowed immediately before or after scheduled school breaks and holidays. Extreme circumstances will be evaluated on a case by case basis by the Principal. Employees are encouraged to be conservative in their use of flex days.

Use of any flex days requires prior permission from the building principal. Failure to do so may result in unpaid days.

Any unpaid days will be deducted from the following paycheck. Any unapproved absences, including those abutting a holiday will be unpaid and will come out of the employee's total of FTO days. Unapproved absences may result in further disciplinary action.

ii) Vacation Time

Totaling two weeks annually for non-teaching staff members to be taken in the summer subject to administrative approval. Summer break at the end of the academic school year is vacation time for faculty.

iii) Professional Time

Employee will be granted a limited number of days for professional reasons. Requests are made directly to the building Principal who will have discretion to authorize.

iv) Jury Duty/Witness Leave
Employee will be released for any required jury duty or witness process.

v) Bereavement Leave
Employee is granted 5 days per year in case of death of a nuclear family member (spouse, child, employee parent or spouse's parent). Employee may request to leave during a workday to attend funeral services for anyone. Requests are directed to the building Principal for approval.

B. Short Term Leaves - Unpaid Days

i) Religious Observance
Employee may request a full leave day or partial day to participate in a religious observance. Requests are directed to the building Principal for approval.

C. Long Term Leaves - Unpaid Days

i) Sabbatical Leave
Employee (Faculty member only) may request a sabbatical leave for 50% of a school year or for 100% of a school year. A written request will be directed to the Headmaster who will then recommend support or non-support to the BOD within a reasonable time. Return from a sabbatical is not guaranteed because the school is an "At-Will" employer. Any accrued compensation and benefits will be paid out to employee at the beginning of a sabbatical leave.

Recommended professional development as may be outlined in a performance evaluation falls outside the parameters of this leave category.

ii) Family Medical Leave Act
LCS complies with all federal regulations regarding the Family and Medical Leave Act (FMLA). Employee may request a family leave for the purpose of: 1) birth of his/her child or to care for his/her child following birth, 2) placement of a child with employee for adoption or foster care, and 3) serious health condition of employees' child, spouse, parent, sister or brother. The school will comply with any provisions of the federal law - The Family and Medical Leave Act of 1993. For specific rules and requirements regarding current FMLA guidelnies, refer to the employee manual. The website link provided here gives details of the law. http://www.dol.gov/dol/allcfr/ESA/Title_29/Part_825/toc.htm

D. Parental Leave

All staff is allowed two week (10 days) of paid leave for pregnancy, prenatal medical care, child birth, to care for the employee's child after birth or placement in adoption or foster care.

4.7 Termination

Employer contributions for Benefits will cease immediately upon termination, and COBRA will be offered as a replacement. An exception to this may be found in any staff members who terminate their employment after the school year closes will receive benefits until August 31.

Adopted: 02-19-2004
Amended: 04-21-2005
Amended: 06-21-2007
Amended: 12-03-2011
Amended: 11-21-2013
Amended: 08-21-2016

5. STUDENTS

5.1. Student Handbook

Yearly Student Handbook Available in Front Office

5.2. Student Accountability

All quality students are capable of learning to accept responsibility for their own education and behavior by arriving on time, turning in homework and class work on time, being prepared with class supplies, etc., and taking responsibility for their actions. The philosophy and practices this school incorporates acknowledge that young people are free to act and are therefore moral "agents", accountable for their actions. Our policies will encourage discipline, hard work, cooperation, decision-making and acceptance of the consequences for decisions made. Such policies, and a clear understanding of academic expectations, help our students to choose their quest for intellectual and personal growth. The students' sense of alignment between their personal educational goals and those of their school further reinforce their desire to accept responsibility for their education. Such an approach to student accountability has been termed "agency education." (See PHILOSOPHY) In addition, all students and their parents **MUST** read and adhere to the Student/Parent Contract (see appendix A) and the handbook.

Adopted: 06-28-2001

5.3. Good Sportsmanship

What is sportsmanship?

Good sportsmanship is viewed by the National Federation of State High School Associations as a commitment to fair play, ethical behavior and integrity. In perception and practice, sportsmanship is defined as those qualities which are characterized by generosity and genuine concern for others:

- Play fair, take loss or defeat without complaint or victory without gloating
- Treat others as you wish to be treated
- Respect others and one's self
- Impose self-control, be courteous, and gracefully accept the results of one's actions
- Display ethical behavior by being good (character) and doing what is right (action)
- Be a good citizen.

Sportsmanship Traits

Respect is showing high regard for coaches, officials, opponents, fans, administrators, self, team, and the school you are representing.

Responsibility is being dependable in carrying out obligations and duties, showing reliability and consistency in words and conduct, and being accountable for your actions.

Self-Control is demonstrating hard work and commitment to purpose, regulating yourself for improvement and refraining from inappropriate behaviors, maintaining composure at all times and doing your best in all situations

Integrity is having the inner strength to be fair and courteous during athletic events, doing the right thing when others don't, to play according to the rules, acting positively and honorably not only to your team, but to your opponent

Perseverance is being persistent in pursuit of worth objectives in spite of opposition, difficulty, injuries, handicaps or discouragement and exhibiting patience and having the fortitude to try again when confronted with mistakes or failures

Cooperation is working together, being considerate and courteous to the opposing team and officials, following the rules, understand that to be successful we must all work together in achieving our common goals

Citizenship setting priorities in agreement with league and team rules, leading others to follow and abide by these rules, being a good student/athlete by maintaining good grades and being a good role model.

Sportsmanship at Liberty Common School

- A positive attitude is the highest quality needed to play sports and to be successful in life. Attitudes are contagious, be sure to have a positive one.

- Emphasize the proper ideals of sportsmanship, ethical conduct and fair play.
- Show courtesy to visiting teams and officials
- Establish a good relationship with visiting team and fans.
- Respect the judgment and integrity of the sports officials.
- Cheering should be for our team, not against the opponents.
- Achieve thorough understanding and acceptance of the rules of the game and standards of eligibility.
- Remember that an athletic contest is a game – not a matter of life or death for player, coach, school, official, fan, community, state, or nation.
- Parents have to demonstrate good sportsmanship and serve as role models.
- No vulgar or inappropriate language on or off the court by anyone on the team.
- Taunting and trash-talking will not be tolerated.
- Outsiders must never intrude upon the court or field during a contest.
- Understand that the purpose of athletics is to promote the physical, mental, moral, social, and emotional well-being of the individual players.
- No players are allowed to talk to the game officials. Only the coaches or speaking captain may address the officials.
- Be humble in victory and gracious in defeat.

Adopted: 12-03-2011

5.4. Discipline

School discipline procedures are defined in The Liberty Common School Student/Parent Handbook for the current school year.

5.5. Tardy Policy

Tardiness is a form of absence and interferes with student learning. Late arrivals interrupt the learning environment and the daily procedures and will be handled in a serious manner. Liberty Common School Tardy policies for the Elementary and High School policy can be found in The Liberty Common School Student/Parent Handbook for the current school year.

Adopted: 02-28-2001
Amended: 12-03-2011

5.6. Student Privacy

It is the policy of Liberty Common School to respect and protect the privacy of Liberty Common School students and families for unwonted intrusion. Therefore written parental consent must be obtained before students participate in any survey, analysis,

evaluation, or test that reveals information about the student and or the student's family concerning political affiliations, religious beliefs, income, or mental or physical condition, sexual behavior and attitudes, parenting styles, substance abuse, or any other information that could be potentially embarrassing to the student and or the student's family.

Certain "directory information" including the student's name, address, telephone number, date and place of birth, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, awards received, and other similar information may be released without parental consent unless the parent notifies the school in accordance with the Students Records Policy that they do not want certain designated directory information released without prior consent. Please complete the Directory Form if you DO NOT want your name, address, and phone number published in our school directory.

In addition, classroom activities and events sponsored by schools occasionally are photographed or videotaped by representatives of the news media for publication in newspapers or broadcast on television. If for any reason you DO NOT wish to have your student(s) photographed or videotaped for these purposes, please complete the Non-Permission Form. If this form is not completed and returned to the school, it will be assumed that you have given your approval. The non-permission form does not include the filming at The Liberty Common School musicals, plays, sporting events, or special events.

The Family Educational Rights and Privacy Act of 1984 is broadly outlined: Parents have rights over student records until the child is 18 years of age. Parents have the right to examine their child's records. The parent has the right to have their child's records corrected if the information is "inaccurate, misleading, or is otherwise in violation of the privacy or other rights of the student". A record must be kept with each student record showing who examined it, the date, and the purpose of the examination. School officials and personnel of this district who have a legitimate education interest, are exempted from this requirement. Any person may receive the records if the parents execute a written consent, and the parents may request a copy of any student record released to another school for transfer.

Adopted: 06-28-2001
Amended: 12-03-2011

5.7 Promotion Policy:

A. Elementary and Intermediate Students (K-6)

Our primary goal at the elementary levels is solid literacy. A child cannot go on to more complex studies if he or she does not have adequate reading skills. Not meeting any one of the following categories is grounds for retention. The policy for passing to the next grade is as follows:

1. Reading Level

   A student may pass to the next grade if the child has adequate reading ability. For example, first graders must read at a minimum of 1.8 instructional level to pass to second grade; second graders must read at a minimum of 2.8 instructional level to pass to third grade; third graders must read at a minimum of 3.8 instructional level to pass to fourth grade; fourth graders must read at a minimum of 4.8 instructional level to pass to fifth grade. The teacher will test all students and determine grade level. These levels are defined by STAR reading assessment. The intent is that a student is reading at or above grade level to be promoted to the next grade.
   Phonograms (Kindergarten)
   A student in kindergarten must achieve mastery of the phonograms at 100% of the first 45 phonograms taught.

2. Age

   Age is the second criteria for placement in a grade level at Liberty Common School. A student must fall within district guidelines to enter a grade:
   - A student must be 5 years old by September 15th to enter Kindergarten
   - A student must be 6 years old by September 15th to enter first grade
   - A student must be 7 years old by September 15th to enter second grade

3. Math Automaticity

   A student must demonstrate math fact automaticity standards for his/her classroom by the end of the year.

   NOTE: FPM = Facts Per Minute

Grade	Addition	Subtraction	Multiplication	Division
K	Not tested	Not tested	Not tested	Not tested
1*	Not timed to 9+9	Not timed to 18-9	Not tested	Not tested
2	20FPM to 9+9	20 FPM to 18-9	15 FPM 0,1,2,3,4,5,10's (second semester)	Not tested
3	20 FPM to 9+9	20 FPM to 18-9	15 FPM to 9x9	15 FPM to 81÷9
4	25FPM to 10 + 10	25 FPM to 18-9	20 FPM to 12x12	18 FPM to 144÷12
5	30 FPM to 10+10	30 FPM to 20-10	25 FPM to 12x12	25 FPM to 144÷12
6	35 FPM to 12+12	35 FPM to 20-10	35 FPM to 12x12	35 FPM to 144÷12

*1st-grade tests are limited to 15 min. and number lines are not available 2nd semester

4. Classroom Grades

A student needs to be receiving grades that are at a passing level. We have determined that at or above a 70% is a passing level to be considered for promotion. This percentage is acquired by averaging the semester grades. A student with a cumulative failing grade (D or an F) at year-end in any two core classes or three or more failing grades in all classes (including specials and electives) will fail the grade and will not be promoted to the next grade.

The final determination for promotion will be made by STAT (Student, Teacher, Assistance Team), administration, and the classroom teacher. The parent will be notified in advance if retention is a possibility.

Special education students on IEPs with modified curriculum requirements will be considered separately from this policy.

B. Junior High School (grades 7-8)

It is our goal for parents, teachers, and students to work together during the year to ensure that students are developing responsible work habits and achieving at passing levels. We do not force a bell curve. Rather, our metaphor is that 70% is the bar, and all students need to "jump" that bar. For this reason, a failing grade is defined as a D or an F in a subject.
A student with a cumulative failing grade at year-end in any two core classes, or three or more failing grades in all classes (including electives), will fail the grade and will not be promoted to the next grade.
Special education students on IEPs with modified curriculum requirements will be considered separately from this policy.

C. High School (9 –12)

A student must have a minimum number of credits from the proper courses in order to be promoted to the next grade. To be considered a sophomore a student is required to have 60 credits, to be considered a junior a student is required to have 120 credits, and to be considered a senior a student is required to have 180 credits. All students must meet the minimum credits required for each core content area as detailed in the high school graduation requirements.

Adopted: 04-05-2001
Amended: 06-03-2004
Amended: 12-03-2011
Amended: 04-19-2012
Amended: 11-19-2020

5.7. Interrogations and Searches

School administration will make every reasonable attempt to notify parents prior to permitting any person from outside the school, including law enforcement officials, to question or detain a student. In no circumstance will a student be questioned or detained without the presence of either a parent or school official; the school having legal custody of the student during the school day and during approved extra-curricular activities must ensure that each student's rights are protected.

Searches: All school property is under the control of the board and its officials. A search of school property (including, but not limited to lockers,) may be made at the discretion of school administration of a reasonable suspicion arises that items considered illegal, disruptive, or a general nuisance to the educational process are being kept at the school.

School officials will detain a student of there is a reasonable suspicion that a student has drugs, narcotics, weapons, explosives, or other dangerous contraband in his possession, and if such possession constitutes a clear and imminent danger to the safety and welfare of the student, other persons, or school property. Further, school officials with notify parents and the appropriate law enforcement agency of illegal possession of such materials.

Adopted: 06-28-2001

5.8. Students Missing Class Time

It is necessary that students be in class each day to fully benefit from Liberty's rigorous academic program. It is reasonable that students will occasionally miss class due to illness, doctor appointments, or family emergencies. Such absences will be excused with a call from a parent. In these instances, students will be allowed to make-up tests and quizzes without penalty. The teacher will determine appropriate adjustments, if any, to due dates for late or missed assignments.

If parents are planning an unexcused absence (e.g., vacation, absence for special events), they must make advance arrangements with their child's teacher(s) to complete any work that will be missed. In the case of an unexcused absence, make-up test/quizzes and adjustments to assignment due dates may be allowed at the discretion of the teacher.

Recurring or routine absences from school are discouraged, however individual cases may be allowed at the discretion of the Headmaster and staff. In all instances, the student and teacher(s) must agree on a plan to ensure that the student remains current with all class requirements.

Junior High and High School students may leave during last period to participate in sports not offered by Liberty, or to participate in Liberty "away" athletic events, only if the student is in good academic standing, and the student and teacher have agreed on a

plan to ensure that the student does not fall behind in their work. Students desiring to play sports are strongly encouraged to take electives or study hall for their last period class.

Adopted: 10-03-2002
Amended: 12-03-2011

5.9 Studen Sexual Misconduct Policy and Procedures

I. Policy Statement.

Sexual misconduct is not tolerated at Liberty Common School (LCS). In accordance with Colorado Statutes 22-30.5-120, 22-30.5-301, 22-32-109.1, and Title IX of the Education Amendments of 1972 when applicable, LCS promotes prevention and effective, consistent responses to incidents of sexual misconduct.

The purpose of this policy (Policy) is to make clear Liberty Common School's position on all forms of sexual misconduct, and to establish procedures to be followed in investigating, reporting, and resolving instances where misconduct is known or alleged to have occurred.

Sexual misconduct, defined as including sexual harassment, sexual assault, sexual exploitation, intimate-partner violence, stalking, indecent exposure, or retaliation betrays the principles set forth in the school's Foundational Stones and Capstone Virtues. This Policy specifically addresses sexual misconduct by LCS students and students visiting from other schools. Incidents of sexual misconduct shall be treated with the seriousness they deserve, promptly and fairly for the benefit of all parties concerned.

Students shall not engage in any form of sexual misconduct as defined by law or in this Policy.

LCS is committed to providing a safe place for learning, teaching, and gathering free from unlawful conduct and inappropriate distractions. The adoption and enforcement of the provisions of this Policy are in keeping with this commitment.

II. Scope of Policy.

This Policy applies to conduct occurring on LCS property and at LCS-sanctioned events or programs off school property, such as study-abroad programs, fieldtrips, or internship programs. This Policy also applies to student sexual misconduct that initially occurred off-property and is likely to have an adverse effect on any member of the LCS community or have an impact on the academic process.

III. Statement Regarding Privacy.

Liberty Common School is committed to protecting the privacy of all individuals involved in a report of sexual misconduct. In any report under this Policy, every effort will be made to protect the privacy interests of all individuals involved in a manner consistent with the need for a thorough review of the allegation. If the complainant insists that his or her name or personal information not be disclosed, the investigating administrator should inform the complainant that the ability to accommodate this request may be limited due to the reporting requirements of this Policy and applicable statutes.

IV. Prohibited Conduct.

Liberty Common School prohibits the following forms of conduct:

1. **Sexual Harassment**. Sexual harassment can take many forms. Sexual harassment:

    - May include but is not limited to sexual advances or requests for sexual favors, inappropriate comments, jokes or gestures, or other unwanted verbal or physical conduct of a sexual nature;
    - May be blatant and intentional and involve an overt action, a threat of reprisal, or may be subtle and indirect with a coercive aspect that is unstated;
    - Does not have to include intent to harm;
    - May be committed by a stranger, an acquaintance, someone with whom the complainant has an intimate sexual relationship, or a group of students;
    - May occur in the classroom, residential or private settings, or over any form of electronic media (including the Internet, telephone, and text) or in any other setting;
    - May be a one-time event or part of a pattern of behavior;
    - May be committed in the presence of others or when the parties are alone;
    - May affect the complainant and/or third parties who witness or observe the harassment.

    Sexually harassing behaviors will differ in type and severity. Key determining factors are that the behavior is unwelcome, sexual in nature, and reasonably perceived as offensive and objectionable under both a subjective and objective assessment of the conduct.

2. **Sexual Assault.** Sexual Assault is intentional sexual contact with another person without that person's consent. Intentional is defined as knowingly and/or recklessly engaging in sexual contact without an individual's consent and does not include accidental contact.

3. **Sexual Exploitation.** Sexual exploitation is an act committed through non-consensual abuse or exploitation of another person's sexuality for the purpose of sexual gratification, financial gain, personal benefit or advantage.

    Examples of sexual exploitation include:

- Any streaming of images, photography, video, or audio recording of sexual activity, nudity, or distribution of such without the knowledge and consent of all parties involved;
- Inducing incapacitation for the purpose of making another person vulnerable to non-consensual sexual activity.

4. **Intimate-Partner Violence and Dating Violence.** Intimate-partner violence includes dating violence, and includes any act of violence or threats of violence against a person who is, or has been involved in, a dating, or other intimate relationship with that person. Intimate-partner violence may take the form of threats, assault, property damage, or violence or threat of violence to one's self, romantic partner, or family and friends. The existence of such a relationship will be determined based on the reporting party's statement.

5. **Stalking.** Stalking occurs when a person engages in a course of conduct or repeatedly communicates and/or commits acts toward another person, including following the person under circumstances that demonstrate:

   a. An intent to place the other person in reasonable fear of bodily injury; or
   b. An intent to cause substantial emotional distress to the other person.

   The stalking herein includes the act of cyberstalking as described in section 3.8 of the Student/Parent Handbook. Other examples of stalking include:

   - Unwelcome or repeated visual or physical proximity to a person;
   - Repeated oral or written threats;
   - Unwelcome/unsolicited written communication, including letters, cards, emails, instant messages, and messages on any social media platform;
   - Sending or posting unwelcome message with an assumed identity; or
   - Implicitly threatening physical contact.

6. **Indecent Exposure.** Indecent exposure occurs when a person exposes genitals or makes sexual gestures in any place where there are present other persons under circumstances in which one knows or should know that this conduct is likely to offend, affront, or alarm.

7. **Retaliation.** Retaliation is any act or attempt to retaliate against or seek retribution from any individual or group involved in the investigation and/or resolution of a sexual misconduct allegation. Retaliation can take many forms, including continued abuse or violence, threats, and intimidation. Any individual or group, not just a complainant or respondent, can engage in retaliation.

V. Related Definitions.

1. **Complainant.** Any LCS student seeking resources, support, and/or a formal disciplinary process in response to sexual misconduct.

2. **Respondent.** Any LCS student who has been alleged to have violated this Policy.

VI. Procedures.

1. It is the responsibility of Liberty Common School to insist all students set a positive example by not engaging in sexual misconduct in any form. LCS will take action by:

a. Providing procedures to address sexual misconduct reports and accusations to all students and parents;
b. Encouraging the reporting of all accusations;
c. Reporting results of any sexual misconduct investigation to law enforcement in a timely manner as specified below;
d. Following up with a person who reported sexual misconduct to ensure the behavior has stopped, and that he/she has not experienced any retaliation or reprisal.

2. Reporting.

It cannot be controlled to whom the accuser of sexual misconduct will first speak. It is important all school employees understand that reports of incidents are to be immediately channeled to a school administrator. Reports of sexual misconduct should never be taken lightly or disregarded and allowed to circulate without concern for the integrity and reputation of the accused, the accuser, the school, and the greater community. Reports should be processed with the highest confidentiality possible under the privacy guidelines of this Policy and applicable school laws both before and after they have been submitted to appropriate authorities.

a. Upon the reporting of a sexual-misconduct allegation, LCS will take immediate action to eliminate the misconduct, prevent its recurrence, and address its effects.
b. As soon as the school administration knows, or reasonably should know about a possible sexual-misconduct event, there should be a prompt investigation to determine relevant facts such as they may be reasonably ascertained. The investigation should be prompt, thorough, and impartial.
c. Promptly upon completing the investigation and determining what occurred, the school administration should determine what form of prohibited misconduct is alleged to have occurred as defined by this Policy.
    - All cases of sexual assault, sexual exploitation, intimate-partner or dating violence, stalking, and indecent exposure will be reported to law enforcement in accordance with state statute and this Policy.
    - If upon completing the investigation the school administration is unsure

whether the complaint meets the criteria of one of the above prohibited conduct definitions, it will report the incident to local law enforcement.

- If upon completing the investigation the school administration determines the incident does not meet the definition of a reportable offense, disciplinary procedures outlined elsewhere in the Student/Parent Handbook will be applicable.

3. Follow-Up.

After an investigation has occurred and the reporting to law enforcement has been completed, the school administration will follow up with all parties involved.

a. The school administration will meet or speak with the student(s) who made the complaint and his/her parents, informing them that a report has been filed with law enforcement when applicable. The school administration will communicate any new information received from law enforcement, or any other source, pertaining to the incident and/or the after effects of the incident as it sees appropriate.
b. The school administration will meet or speak with the accused student(s) and his/her parents, informing them a report has been filed with law enforcement. The school administration will communicate any new information received from law enforcement, or any other source, pertaining to the incident and/or the after effects of the incident as appropriate.

Adopted: 10-20-2016

5.10 Student Attire

An established standard of student attire is necessary for the maintenance of an environment of academic excellence. To minimize distractions and social distinctions, Liberty Common School's school-wide standards and guidance for student attire reinforces our character-education efforts including our Foundation Stones, Capstone Virtues, and Thinking Framework. Furthermore, a specific goal of the LCHS dress code is to help students to transition into the world with the understanding that values and virtue stand above materialism, fads, and fashion.

Proper norms of student attire positively impact how students treat one another, how well they project respect for professional classroom instructors, their general comportment, and how well they maintain a focus on academic goals. Proper norms of student attire promote general academic success.

The LCS administration shall establish and maintain standards and guidelines for student attire including enforcement protocols conducive to achieving the school's academic, moral, and behavioral objectives. The administration will communicate standards and guidelines for student attire through the Student-Parent Handbook, a current edition of which is posted and available on the school's website. Standards and guidelines for student attire may be amended as appropriate. Such amendments, when necessary, shall occur no more than once per year. Any amendment shall be communicated to the school community prior to the beginning of the school's fiscal year on the First of July. This schedule honors parents who bear the primary responsibility of providing suitable attire for their children that aligns with school policy.

The Board recognizes the complexities of establishing, maintaining, and enforcing a standard of student attire and that individual preferences are subordinate to that standard. Parents and students are encouraged to acknowledge the same. The joy of learning in community with one another requires cooperation within a common framework.

Adopted 03/22/2023

6. PARENTS

6.1. Parental Involvement and Volunteering

Liberty is a school of choice. This means that parents have the option to choose, for their child, the philosophy of this school as articulated in the Charter. Liberty believes that the school's design will result in parents wanting to play a strong role in their children's education. When parents have the opportunity to choose the kind of education they prefer, they find the necessary energy, time, and resources to devote to their children's education. Liberty anticipates that parents will be directly engaged in tutoring, coaching, classroom instruction, preparing resource materials, and providing other necessary and invaluable assistance.

The family naturally provides the most influential and effective context for basic lifelong learning and teaching. For this reason, and at the discretion of the classroom teacher or headmaster, parents are invited to teach or assist with learning projects in all subjects, depending on their interests and expertise. Parents are also encouraged to spend time reading aloud to children at school and/or in the home, coaching them in skill development, and otherwise contributing time and talents in a variety of ways. Parents with children in a specific grade level will have opportunity to volunteer in that grade at the teacher's discretion.

Parent Involvement, Observation, and Volunteering

Liberty Common School is a charter school. As such, there are many new ideas being implemented. The classroom itself is the context for several of these innovations. There is great emphasis on parent volunteers in this school. There is also a need to establish a learning environment that best serves the students. At Liberty Common School we have defined the general parameters for parents volunteering in Liberty School classrooms.

1. Parent volunteers are an integral part of the Liberty Common School. Parents are not only welcome, but also crucial if we are to have high quality teaching of the entire curriculum each year. Primary and Intermediate parent volunteer activities are coordinated by Liberty's Classroom Volunteer Coordinators. Volunteers in school must have a signed and current volunteer form on file with the school Classroom Volunteer Coordinator.

2. The teacher's "individual teaching style" sets the tone for the classroom. This includes everything from delivery of the educational program to classroom management. The teacher has primary responsibility for the classroom and student learning within the classroom.

3. Parents who wish to be volunteering in the classroom need to learn the teaching style of the teacher they wish to assist. If the teaching style conflicts with the parent's volunteering style, the parent will need to either adjust their style or find a more compatible setting within Liberty to volunteer.

4. There will be a classroom volunteer coordinator (CVC) for each primary and intermediate classroom. This parent will be responsible for organizing and delegating the volunteer needs both of the teacher/classroom and the parents.

5. Any grievance or concern a parent has with a classroom or a teacher will be handled by the procedures defined in this handbook.

6. Under **NO CIRCUMSTANCE** is it ever acceptable for a parent/volunteer to confront a teacher about an issue *"in the classroom, or any other part of the school, when students are present."*

Liberty encourages every adult—parents, stepparents, grandparents, aunts and uncles—to take a special interest in the lives of Liberty's students, to act as mentors and tutors, and to instill in every student a love of learning.

Parents work in conjunction with the staff to ensure the most effective education possible for their children. To this end, parents are responsible for knowing and understanding the contents of Liberty's Charter, and are encouraged, but not required, to participate on school committees and provide other volunteer services, as they are able.

Parents are a welcome and encouraged to participate in the school, to reasonably observe and/or assist the teacher. However, any parent whose presence or actions are deemed by the teacher and headmaster to be a distraction, to exhibit hostility, or to interfere with the instruction or learning of the students, will be barred from the school.

In order to create a consistent school atmosphere for learning, parents wishing to observe a class must arrive before class begins. Each class will have two teacher-provided chairs for observers. Observing parents do not participate in classroom activities unless invited

to do so by the teachers, and observers must not interrupt teachers and/or students. Observers may take a few notes; however computers, tape recording, etc. may be a distraction to students and are not permitted. Primary and Intermediate Parents wishing to be active in Liberty Common School and volunteer in various ways must go through procedures given by the Classroom Volunteer Coordinators. Parents will receive specific training in areas of interest to them so that they may be the most efficient helpers.

Adopted: 06-28-2001

7. EDUCATIONAL PROGRAM

7.1. Academic Priorities

The BOD desires that all students receive a classical liberal education. To do so, the appropriate skills must be developed by each student. Therefore, the BOD has determined the following educational priorities:

1. Reading/Writing
2. Math/Arithmetic
3. Arts and Sciences

K-8 Fundamental Skills – Reading/Writing/Math

- Reading is our first priority. This means the ability to read at grade level supersedes all other academic goals for students.
- All fundamental skill areas in the Core Knowledge Sequence are to be taught in Grades K-8. When a conflict exists between the timeline of a skill program utilized at the school and the timeline of the Core Knowledge Sequence, teachers should follow the timeline on the skill program.
- Teachers are to inform the appropriate Principal of any inconsistencies between the Core Knowledge Sequence and a skill program.
- The BOD directs the Headmaster to ensure that all skill areas in the K-8 Core Knowledge Sequence are taught at some point in grades K-8.

K-8 Content Areas

- Content area priorities are determined first by the Core Knowledge Sequence.
- The BOD may, at its discretion, identify areas of emphasis in the Sequence. These items will be documented in the form of a directive to the Headmaster.
- The BOD may approve additions to the Core Knowledge Sequence to be taught at the school. (e.g. computer technology, foreign languages, band, economics). The BOD directs the Headmaster to maintain curriculum outlines for such additions.

High School (9-12) College Preparation

- The high-school years at Liberty are devoted to preparing students to excel in college.

- The combination of Liberty's academic excellence and moral framework is intended to help students understand and be inclined toward beauty, truth, goodness, and perfection in college and beyond.
- The high-school curriculum shall be consistent with a classical education building upon the Core Knowledge Sequence.
- The high school will maintain excellence through its core, classical approach to humanities.
- The high school will accentuate math, science, and engineering through enhanced requirements and rigor notably beyond the norm of mainstream American high schools.

Adopted: 05-27-2000
Amended: 12-03-2011
Amended: 11-21-2019

7.1. Equal Educational Opportunity

It is the policy of Liberty Common School to make all educational services available without regard to race, color, religion, national origin, sex or disability.

Adopted: 02-24-1997

7.2. Policy on Teaching Science

The foundation of Liberty's K-8 science curriculum is contained in the Core Knowledge Sequence. Our high school science program requires all students to complete Biology, Chemistry and Physics, plus one elective science course. In accordance with our Charter, the school will supplement its science curriculum with the ***Benchmarks for Science Literacy***[1] from the American Association for the Advancement of Science, Project 2061.

The Nature and Limits of Science

Science attempts to explain the natural world through observation and investigation. As explained by the National Academy of Sciences, science is a particular way of knowing about the world. In science, explanations are limited to those based on observations and experiments that can be substantiated by other scientists. Explanations that cannot be based on empirical evidence are not a part of science.[2] For example explanations which rely on supernatural occurrences cannot be meaningfully tested and substantiated by other scientists. Therefore, such explanations are outside the realm of science.

The National Academy of Sciences further explains, science is limited to explaining the natural world through natural causes.[3] Because of its inherent limits, science cannot provide complete answers to all questions. In **Project 2061's *Science for All Americans,*** included as a reference in Liberty's Charter, the authors explain that there are many matters that cannot usefully be examined in a scientific way. There are, for instance, beliefs that - by their very nature – cannot be proved or disproved (such as the existence of supernatural powers and beings).[4]

Project 2061 Benchmark (1A/M4): By the end of 8th grade, students should know: *Some matters cannot be examined usefully in a scientific way. Among them are matters that by their nature cannot be tested objectively and those that are essentially matters of morality.*

Scientific Inquiry

Progress in science consists of the development of better explanations for the causes of natural phenomena. Through repeated testing, a scientific hypothesis is either supported or refuted. In this way, the accuracy of descriptions of the natural world tends to increase with time, as subsequent generations of scientists correct and extend the work of their predecessors.[2] To be useful, a hypothesis should suggest what evidence would support it and what evidence would refute it. A hypothesis that cannot in principle be put to the test of evidence may be interesting, but it is not likely to be scientifically useful.[4]

Project 2061 Benchmark (1A/H3): By the end of 12th grade, students should know: *In science, the testing, revising, and occasional discarding of theories, new and old, never ends. This ongoing process leads to an increasingly better understanding of how things work in the world but not to absolute truth.*

Principles for Teaching Science

1) Students should come to understand the nature and limits of science and the process of scientific inquiry described above and contained in the references cited in this policy. These ideas should be introduced throughout the grades in accordance with the ***Benchmarks for Science Literacy*** and reinforced throughout the school year - not solely as the introduction to potentially controversial topics.

2) Students should come to understand that there are many important questions that cannot be answered by science alone. While students should understand underlying scientific concepts and technical issues surrounding controversial subjects, science class should not proselytize or be used for political indoctrination (e.g. promoting religious or environmental agendas).
   - Questions of faith often involve influences outside the domain of science. These influences cannot be explained by science (e.g., miracles). However, studying natural evidence which appears to contradict one's faith can still lead to knowledge and understanding of natural world. This knowledge has contributed to human intellectual growth, health, and general welfare through the development of technology.
   - Questions of public policy present multi-disciplinary challenges with economic, political, legal, historical and ethical dimensions. Scientists contribute to the discussion by bringing information, insight, and analytical skills to bear on matters of public concern. Alone, they do not have the means to determine public policy tradeoffs or settle issues of ethics and morality.[4]
3) Science topics such as evolutionary biology, geology, and the Big Bang theory of cosmology can lead to student questions about whether or not supernatural forces play a role in the origin of the universe, the origin of life, and the mechanisms of evolution. If questions arise, teachers may explain to students that science cannot

demonstrate the *absence or presence* of supernatural influences or causation in natural events.

- "Science can say nothing about the supernatural. Whether God exists or not is a question about which science is neutral."[3]
- "Evolutionary theory, indeed all of science, is necessarily silent on religion and neither refutes nor supports the existence of a deity or deities."[5]

4) Topics such as *Creationism* (origins explained by reference to a deity), *Intelligent Design* (origins explained by reference to an unspecified designer), and *Metaphysical Naturalism* (the philosophy that the natural world is all that exists) extend beyond the realm of science and are not a part of Liberty's science curriculum. These topics are not excluded from the science curriculum because a consensus of scientists have tested and negated the hypotheses put forward, but rather because the hypotheses are outside the domain of science.
   - "Because science can only use natural explanations and not supernatural ones, science teachers should not advocate any religious view about creation, nor advocate the converse; that there is no possibility of supernatural influence in bringing about the universe as we know it."[6]
   - "Because the basic proposals of creation science are not subject to test and verification, these ideas do not meet the criteria for science."[3]
   - "Explanations employing non-naturalistic or supernatural events, whether or not explicit reference is made to a supernatural being, are outside the realm of science and not part of a valid science curriculum."[5]

Science texts and resources used at Liberty should support this policy.

References

1. *Benchmarks for Science Literacy*: Project 2061 of American Association for the Advancement of Science (1993). Oxford University Press, New York, NY.
   Also available at http://www.project2061.org/publications/bsl/online/index.php
2. *Science and Creationism, A view from the National Academy of Sciences*. Second Edition. (1999). National Academy Press, Washington, DC.
   Also available at https://www.nap.edu/read/6024/chapter/1
3. *Teaching about Evolution and the Nature of Science*, National Academy of Sciences. (1998). National Academy Press. Washington, DC.
   Also available at https://www.nap.edu/read/5787/chapter/1
4. *Science for All Americans*, James Rutherford and Andrew Ahlgren: Project 2061 of American Association for the Advancement of Science (1993). Oxford University Press, New York, NY.
   Also available at http://www.project2061.org/publications/sfaa/online/sfaatoc.htm
5. National Association of Biology Teachers Statement on Teaching Evolution. *Teaching about Evolution and the Nature of Science*, Appendix C, National Academy of Sciences. (1998). National Academy Press. Washington, DC.
   Also available at https://www.nap.edu/read/5787/chapter/11#127
6. National Science Teachers Association Position Statement on the Teaching of Evolution, July 1997. *Teaching about Evolution and the Nature of Science*,

Appendix C, National Academy of Sciences. (1998). National Academy Press. Washington, DC.
Also available at https://www.nap.edu/read/5787/chapter/11

Adopted: 09-07-2000
Amended: 01-20-2005
Amended 12-03-2011
Amended: 05-22-2014
Amended: 03-23-2017

7.3. Teaching Human Reproduction

Parents own the fundamental responsibility for their children's education, which includes the teaching of human reproduction. The school's role should be viewed as a supportive one. We respect the right of parents to engage in conversations with their own children regarding human sexuality separate from the content taught by the school on human reproduction.

Children are naturally modest concerning their bodies and their functions and are not ready to learn everything at once. They are naturally curious, however, and need to get answers to their questions in a way appropriate to their stage of development. In teaching this topic, we want to minimize the embarrassment associated with it for both children and parents. We refer parents to chapters 1 and 3 of *Why Johnny Can't Tell Right from Wrong*, by William Kilpatrick, as a supporting reference.

We teach human reproduction in the context of science in the fifth grade and in subsequent life science courses through twelfth grade. In the elementary grades we adhere to the Core Knowledge Sequence, which includes human reproduction in fifth-grade science. These discussions will occur during regular school hours in gender-separated environments. Parents will be notified in advance and invited to attend class with their child. An alternative activity will be provided for students whose parents choose to excuse their child from the class. The fifth-grade material dealing with human reproduction will be repeated in an evening class. The evening presentations will also be separated by gender, and parents will have the opportunity to preview the material to be covered. Parents may choose to attend any of the evening classes with or without their child.

Adopted: 09-07-2000
Amended: 09-26-2019

7.4. Field Trips:

A. Purpose

To establish a policy and related procedures for field trips that involves students, parents, faculty, staff and/or persons. Liberty Common School recognizes the importance of out of classroom experiences for students.

B. Definition

"Field Trip" means a journey or excursion away from school grounds, involving two or more persons that is organized and/or sponsored by the school or by an authorized employee of the school, for curricular relevance.

C. Guidelines for K - 6 field trips

- All field trips must have curricular relevance and are considered part of the school day.
- The school faculty or staff member (i.e. the "trip director") designated to be in charge of a field trip has the responsibility to enforce compliance with school policy by all persons participating in the field trip.
- The trip director must obtain assurance, prior to the commencement of the field trip, that any personal vehicle used on the field trip will be covered by liability insurance.
- The trip director is responsible for ensuring that all students are accounted for on departure, arrival at destination(s) and on return, except those brought by their own parents.
- The parent or guardian of each student participant must sign a Field Trip Permission Slip.
- No student is allowed to leave the field trip with anyone but his or her parent or guardian without notifying the trip director prior to initial departure without director approval.
- A Poudre School District bus must be used for all out of town field trips that are approximately 10 miles beyond the city limits of Fort Collins. A bus may also be required for a closer area at the teacher's discretion.
- When a bus is required all students must ride on the school bus or with their own parent.
- Siblings will not be allowed to ride on a Poudre School District bus. It is up to the teacher's discretion to determine the number of chaperones and siblings allowed on each field trip.
- All drivers must provide proof of current insurance and valid Colorado driver's license.

***UPPER SCHOOL POLICY**

All bullets above apply. In the case that a Poudre School District bus is not available or fewer than 20 students attend, prohibiting the cost of a bus, exceptions may be considered and approved by the Principal or the Headmaster.

Adopted: 05-04-2000

7.5. Student Publications

The Headmaster may authorize school-sponsored publications as an educational activity through which students can gain experience in reporting, writing, editing, and understanding responsible journalism in compliance with 22-1-120 C.R.S.
Student publication advisors have the responsibility to review the contents of these papers before publication and to assist students in improving their skills and modes of expression and to recognize material that is in poor taste, misleading, false, ill-advised, prejudiced, or libelous.

Review of the content of school-sponsored publications prior to publication is a necessary part of the educational process.

Final responsibility for all school publications lies with the headmaster in accordance with LCS policy.

Adopted: 06-28-2001
Amended: 11-21-2019

7.6. Technology Policy

VISION:
To use established and evolving computer technologies to increase the ~~capabilities and~~ productivity of all teachers and staff for the benefit of the students. To provide all students with the technical, productivity, research and problem-solving skills necessary for college and future careers, while supporting and enhancing learning within the Core Knowledge curriculum in grades K-8. To prepare upper-school students having a specific interest in technology for entry into college computer technology programs.

Teacher Productivity
Teacher Productivity refers to the ability to work efficiently, effectively, and with minimal distraction to accomplish tasks, both inside and outside the class to maximize student learning.

- Facilitate effective assignment preparation.
- Provide teachers and staff with reliable productivity, communication, and collaboration tools.
- Provide appropriate devices for classroom instruction.
- Provide training in the use of appropriate technology**.**

Teach Computer Technology

- Computer classes are taught to evolve critical skills, increase student productivity, and prepare students for college and future careers.
- Critical skills taught to all students include basic computer use; keyboarding; creating documents, presentations and spreadsheets using industry-standard applications; doing online research; and problem-solving. These skills support

learning and productivity in other Liberty classes, as well as prepare students for success in college and future careers.

- More in-depth technology classes, such as hardware and programming classes, are available to upper-level students interested in learning more or preparing for technology-related college programs.

Integrate Software-based Technology to support the curriculum –Integration refers to the evaluation, testing, and implementation of technology that has demonstrated effectiveness in meeting the goals of the core knowledge curriculum, enhancing and maximizing student learning and teaching effectiveness.

- Utilize computer-based evaluative tools.
- Offer skill-building opportunities.
- Create a safe and appropriate environment for internet research.
- Facilitate effective assignment preparation.

Support Computer Technology – Supporting Computer Technology refers to the activities that fundamentally support the effective use of technology by staff and students to meet established goals.

- Help staff and students understand the appropriate role of technology in the Core Knowledge curriculum and college preparation arena.
- Provide appropriate assistance to staff and students in the use of technology
- Seek ways to include area university students in assisting where both parties benefit.
- Encourage the involvement of knowledgeable volunteers or semi-professionals to strengthen a variety of technology-driven components.
- Collaborate with the media specialist (librarian) in the use of computer based technology through the library.
- Enable computer/IT staff to stay informed on current and new technology.
- Keep students and staff informed of the expectations for the use of technology.
- Maintain an up-to-date technology infrastructure that allows the staff to do their jobs.

Liberty Common Students must all sign an Internet Acceptable Use Permission Slip.

Adopted: 02-08-1999
Amended: 10-18-2012

7.7 Kindergarten Philosophy

The objective of Liberty Common School's kindergarten program is to introduce children to school and prepare them for first grade and beyond. This will be a child's first step toward cultivating wisdom and virtue at LCS. The students' primary focus is to learn the content specified by the Core Knowledge Curriculum and the skills developed in Liberty's literacy and math programs. The Core Knowledge content is crucial to developing a foundation of knowledge to build vocabulary and reading comprehension. Students must learn letters and sounds, counting, number recognition, and how to hold a pencil in order to correctly form letters and numbers. Finally, students are taught the basic behavioral expectations of the school to facilitate learning and build habits of good character.

The Core Knowledge Curriculum for kindergarten is designed as a half-time curriculum acknowledging full-time kindergarten is not an academic necessity. This fact is readily evident by the academic performance of Liberty's half-time and full-time kindergarten students over the years Liberty has offered both options starting in 2003. Test results indicate no difference in long-term academic performance of full-time vs. half-time kindergarteners.

Liberty Common School acknowledges the right and responsibility of parents to direct the education and upbringing of their children. Many 5- and 6-year-old children are not developmentally ready to be in school full time. Whether or not the state funds full-time kindergarten, Liberty is committed to maintaining half-time kindergarten to support students who are better served by such a program.

Liberty established a full-time kindergarten program in 2002 to reduce kindergarten class size and provide an in-school childcare option for parents who desired to pay out-of-pocket for their kindergarten children to remain at school full-time. To ensure parity between half-time and full-time academic preparation for first grade, the full-time program is designed to be:

1) 50% academics and skill instruction/development; and,

2) 50% enrichment, skills practice to reduce homework, and supervised playtime.

Enrollment in half-time and full-time kindergarten programs is by lottery. Half-time and full-time kindergarten students are taught in separate classrooms in order to:

1) ensure half-time students receive the entire curriculum including science, history, and specials; and,

2) avoid singling out part-time students for leaving "early" and being excluded from the shared experiences of the full-time kindergarteners.

Adopted: 02/27/2020

7.8. Elective Courses

In accordance with our school's philosophy, elective courses are to be developed and offered to students with three principles in mind:

Academic: In *The Schools We Need and Why We Don't Have Them*, Dr. E.D. Hirsch states, "Having received foundational knowledge and skill (in the early grades) students can follow more varied and intensive strands of academic and vocational study according to their interests and abilities." At Liberty, the elective courses are the avenue for this.

Liberty's Thinking Framework: By grade 7, we want to provide opportunities for students to develop the 4th order thinking skills—creativity and problem solving. This is a productive effort requiring both discipline and knowledge and is the goal of agency education, the journey toward self-reliance.

Physical Development: Students in their early teenage years undergo tremendous changes. Many require controlled, physical outlets for the energy associated with their hormone fluctuations. Training both the mind and the body are fundamental components of a classical education.

Liberty will offer a range of academic electives that appeal to a variety of student interests and provide opportunities for creativity, problem solving, and physical activity.

The class registration process should encourage students to select a range of different electives to achieve a balanced course schedule.

Adopted: 07-18-2002
Amended: 12-03-2011
Amended: 11-21-2019

7.9. High School Graduation Requirements

Students must earn a minimum of 240 credits to graduate. These required credits are spread among departments and subject areas as outlined in the chart below. Students must satisfy every line item in the chart to be eligible for graduation. See the Student-Parent Handbook for information about how transfer credits will apply to these requirements.

Modifications to graduation requirements are rare and generally reserved only for students on a legally defined Individual Education Plan. Such modifications must be approved by the high school Principal.

SUBJECT	REQUIRED CREDITS	
English	**45**	*Credit Benchmarks:* *Sophomore= 60 credits* *Junior= 120 credits*
Western Literature	10	
British Literature	10	
American Literature	10	
Composition 2	5	
English Elective(s)	10	

History	**45**
Western Civilization	10
World History	10
US History	10
American Government	5
Economics	10
Math	**40**
Algebra 1 and above	40
Science	**40**
Biology	10
Chemistry	10
Physics	10
Science elective(s)	10
Foreign Language	**20**
Must complete Latin 2* AND two consecutive courses in same language	20
Other Required Courses	**15**
Personal Finance	5
Introduction to Engineering	5
Health/PE (or athletic waiver)	5
SUBTOTAL	**205**
Additional Elective Credits	**35**
TOTAL CREDITS	**240**

Senior= 180 credits

Math
Students must pass Algebra 2 to be eligible for graduation.

**Foreign Language*
Students who complete Latin 2 at Liberty in 8th grade will have met the high school graduation requirement in Latin.

All students need to earn a minimum of 20 foreign language credits in the same language during high school (grades 9–12).

Elective Credits
Elective credits may be earned by additional coursework in any academic department or discipline.

Adopted: 04-05-2001
Amended: 06-03-2004
Amended: 12-03-2011
Amended: 04-19-2012
Amended: 11-19-2020

7.10. Summer Reading

Liberty's Charter states, "*Because television viewing is diametrically opposed to reading, may stifle cognitive development and imagination, trivializes information, undermines values, distorts cause and effect, and is unable to portray thought, the School will discourage excessive (greater than 10 hours per week) viewing*." Our Charter explains that Liberty will encourage students to replace non-instructional television watching with activities that will foster the development of imagination and skills, such as reading.

According to our Charter, "*The development of literacy will be one of the primary aims and focuses of effort in the School. This will include a great deal of reading from a*

variety of both fiction and non-fiction primary literature. Particularly in the early grades, the School will emphasize reading and more reading." Finally, the Board acknowledges that nationwide teachers observe a decline in student reading ability over the summer.

The administration, Board of Directors, and faculty all agree it is critical for our students to read quality literature during the summer to help prepare them for the demands of the Core Knowledge sequence for the upcoming year. In addition to keeping our student's skills sharp, it is our hope that students will develop a desire to read for pleasure and begin to think of themselves as readers.

For all of these reasons, the school will implement a summer reading program. Books selected for summer reading should expose children to literature with a rich use of language that they might not otherwise encounter. The books should help to nudge students toward a higher level, not just in matters of syntax and vocabulary, but also in sophistication of plot, character development, conflict and resolution, etc.

The books for students entering kindergarten through 3rd grade are intended to be read to the child by the parent (or another capable adult). Students entering 4th grade and up should be capable of reading the books themselves. The reading will provide a common foundation for class discussion as students begin the new school year. Teachers will determine what is expected from the students to demonstrate they have completed the summer reading.

The Board will appropriate funds to purchase all of the required books on the **Great Books** list.

Adopted: 05-15-2003
Amended: 06-03-2004
Amended: 12-03-2011
Amended: 01-18-2018

7.11 Mathematics Policy

What we want to find out is whether [the study of mathematics] is on the whole one which, when taken further, has the effect of making it easier to see the form of the good. And that, we say, is the tendency of everything which compels the mind to turn to the region of ultimate blessedness which it must spurn no effort to see. **—Plato**

Principles for Teaching Elementary Mathematics:
Historically in the United States, mathematics has been taught procedurally. With the *procedural* approach students are taught "cookbook steps" for solving problems Studies show that students are able to extract simple concepts from procedural teaching in the

early grades, but in later years, as concepts become more difficult, understanding is lost, and students retain less knowledge.

Liberty utilizes a *conceptual* approach to teaching mathematics. With the conceptual approach, it is not enough to assert something is true; instead teachers (and students) must be able to prove why something is true every step of the way, based on concepts the students already know and understand. Once students understand why something works, they can apply the concept to other situations.

New knowledge builds on old knowledge. To be successful, students need to thoroughly master a math concept before moving on to the next.

As students progress along the Thinking Framework, they should recognize multiple ways to solve a problem, be able to evaluate each approach, and determine which would be the most reasonable to use.

The Singapore National Math Curriculum is a conceptual math curriculum which supports these principles and has been approved for math instruction in kindergarten through 6th grade at Liberty Common School.

Principles for Teaching Junior High And High School Mathematics:
Many junior high schools in the United States employ an integrated approach to math that attempts to spread the material from Algebra 1, Geometry, and Algebra 2 over the course of three years. The math material is sometimes diluted with social studies and science to solve "real world" problems. This curriculum is inconsistent with conceptual mathematics because in many cases the math concepts are presented in a fragmented way so that mastery is not developed and thus student understanding is reduced.

At Liberty Algebra 1, Geometry, and Algebra II with Trigonometry are purposefully taught as distinct year-long courses.

- A fundamentally sound understanding of Algebra is critical to further studies in math and science.

- The study of Geometry/Trigonometry develops logic and thinking skills necessary for higher level mathematics, science, mature writing composition, philosophy, and general research.

Through an in-depth study of Algebra and Geometry, students become very familiar with multiple approaches to solving the same problem and develop the thought process (reasoning) involved in identifying the "best" option for a given problem.

The goal is for all Liberty graduates to be ready for college-level mathematics courses, including but not limited to calculus and statistics courses.

Skill Development

Skills and understanding are heavily intertwined. Teachers must combine the approved math curriculum with proper emphasis on automation of skills

Automaticity, the ability for students to immediately recognize math facts, takes practice. Automaticity allows students to focus their mental energies on the demands of more difficult math concepts. Teachers will establish expectations for math fact automaticity at each grade level.

Fluency in executing basic math skills is essential for students to progress to the next level. Once concepts are taught, students should be assigned sufficient practice problems to develop fluency of the math operations.

Calculators
Calculators prevent automaticity and are not to be used for math in grades K-6. Calculators may be used in junior high and high school math, science, and economics courses only after students have developed automaticity and mastery of the math concepts being used. Junior high and high school teachers may develop additional policies and procedures for the use of calculators, as appropriate.

Curriculum Considerations

- The approved curricula may not sequentially cover all math content in the Core Knowledge Sequence. In accordance with the school's Educational Priorities policy, teachers should follow the timeline in the approved math curriculum rather than the Core Knowledge Sequence. Teachers should verify, however, that the Core Knowledge math content for their grade level is covered at some grade level in the approved curriculum. Any gaps in the approved curriculum should be documented by the teacher and provided to the Principal.
- Teachers must review the current Colorado standards and ensure students have covered the requirements.

Supporting References

- *Knowing and Teaching Elementary Math* by Liping Ma
- *Basic Skills Versus Conceptual Understanding,* by H. Wu, American Educator, Fall 1999
- *A Review of an Integrated High School Mathematics Program* by Diane Fogler, mathematicallycorrect.com

Adopted: 11-18-04
Amended: 12-03-2011
Amended: 02-27-2020

7.12 Economics Policy

At Liberty Common School, economic concepts are taught beginning in Kindergarten and extending with ever more detail in the upper grades in accordance with the K-8 Economics Curriculum Map. Our capstone ninth grade Economics class is focused on the basic economic principles, providing a broad foundation in mainstream economic literacy with attention to the methodology and insights afforded by the Austrian school.

More directly than the Neoclassical, Monetarist (Chicago), Keynesian, or mercantilist schools of economic thought, the Austrian school makes clear the link between human liberty and prosperity. Austrian economists use near-universal assumptions of human nature to draw logical and true conclusions. The ideas of intentional action, subjective and belief-motivated preferences, utility, tradeoffs, and scarcity were developed and improved by the Austrian school. These assumptions are in harmony with the essential ideas of Liberty Common School as a school of choice as well as those of the United States. The respect for human dignity and autonomy; the natural rights of life, liberty, and property; the fundamental virtues of the Founding Fathers; and the right and responsibility of parents to direct the education and upbringing of their children are all reinforced by the Austrian school of economics.

The Austrian school has been crucial to the contribution and development of major economic theories and policies.[1] Marginal utility (and its diminishment), opportunity cost, value and price, capital and interest, markets and competition, money and the business cycle, and comparative economics are all quintessential Austrian ideas.

It is difficult to identify the greatest contribution of Austrian economics. Indeed, in the experience of Liberty Common School teachers and students, one of the most appreciated contributions is the training in economic thinking that is central to its methodology; namely, the practice of evaluating trade-offs. The principle of unintended consequences and the understanding of opportunity costs is crucial for any society to know, and one that is constantly stressed throughout the capstone course. During the reading *Economics in One Lesson*, students practice how to evaluate a policy or plan by examining the effects of that plan for all groups, not just a few, and for long-term effects, not just short-term.

Learning about subjective preferences and belief-motivated actions is also necessary to understand how humans make exchanges. This is among the first lessons taught to students and is a common theme (along with the necessary supply and demand) throughout the capstone course. Combined with the understanding of opportunity costs, human subjectivity helps students develop a keen analytic eye for identifying potential problems in proposed policies.

In addition to filling out a broad-based foundation of economic knowledge (as per our commitment to the Thinking Framework), we believe that Austrian economics does the most to develop thinking skills. Liberty graduates are prepared to examine the world, not

[1] See Richard M. Ebeling, "Austrian Economics and the Political Economy of Freedom," *The Freeman: Ideas on Liberty*, June 2004, pp. 8-15.

just economics, through a powerful lens that will help them practically carry out the character virtues we strive to instill in all our students.

Adopted: 06-28-2018

7.13. Reading and Literacy

"*The development of literacy will be one of the primary aims and focuses of effort in the School. This will include a great deal of reading from a variety of both fiction and non-fiction primary literature. Particularly in the early grades, the School will emphasize reading and more reading*." –LCS Charter

Most American schools dedicate two or more hours each day to "literacy." A majority of time is spent teaching children the fundamentals of reading strategies, such as making inferences, predicting, classifying, and "looking for the main idea." The purpose of these exercises is to bolster test scores, independent of real knowledge. In contrast, Liberty strives to develop the appreciation of language, increase specific knowledge, and provide meaning to students through the achievement of Primary Literacy, Mature Literacy, and Moral Literacy.

A. Primary Literacy

Primary Literacy begins with phonic recognition. Our Charter states. *"In the early grades, students will receive explicit, systematic phonemic awareness and phonics instruction. Children will be provided deliberate, coherent, direct instruction in letter-sound correspondences. Practices which teach children to rely on word-memorization (the look-say method) and guessing (through illustration and/or context) will be avoided."*

Once phonetic decoding skills are introduced, fluency must be developed. Fluency allows students to focus their mental energies on comprehension rather than decoding. Fluency means "flowing," and in this context it also means "fast." **Fluency takes practice—a lot of it.** Selected phonics programs, stories, and books which have been approved by the BOD are used for the development of decoding skills and fluency at Liberty.

Teachers should use discretion and select stories and books which meet the principles of this policy and the Literature Acquisition policy to the greatest extent possible. Child-centered stories and books of a trivial nature (see Mature Literacy below) should be avoided. If a teacher is uncertain as to the appropriateness of a particular book or story, he/she should consult the Literacy Review Team. Books in the classroom which do not meet the principles of this policy should be removed from the classroom.

Although phonetic practice is necessary for developing early literacy skills, practice alone does not develop language appreciation. Language is at the heart of reading.

The love of the sound of language will carry with a child if it is properly developed. Children need to discover at an early age the peculiar satisfaction that comes from experiencing form in language, as in nursery rhymes and poetry. When this occurs, children will continue to prefer the sound of beautiful or interesting language as they later select books for meaning. Furthermore, we believe young children should be shown incrementally what is beyond the realm of their experience. Children who are exposed to complex speech patterns learn to express themselves earlier and more fluently than those spoken to in careful sentences.

In the early grades, nursery rhymes, poetry, fairy tales, and captivating stories beyond the students' own reading abilities will be read aloud to children. In addition to the development of language appreciation, this practice fosters the desire in children to master the difficult skill of reading in order that they might gain personal access to the exciting world of stories.

B. Mature Literacy

"*Mature literacy develops as students become acquainted with a broad and rich body of knowledge and become familiar with many well-written, diverse, and meaningful works of literature.*" –LCS Charter

According to E.D. Hirsch Jr., one of the reasons children lag behind in their reading abilities, and are thus prevented from achieving mature literacy, is a huge vocabulary deficit. Hirsch advises, and Liberty advocates, time devoted to activities that "foster vocabulary, domain knowledge, and fluency." Domain knowledge is the threshold level of knowledge needed to understand a topic. If one knows nothing of the game of baseball, for example, one can't comprehend the sentence: "Jones sacrificed and knocked in a run." The more domain knowledge acquired, the easier it becomes to read and understand a wider variety of material. Hirsch suggests, "Such knowledge could be conveyed through read-alouds, well-conceived vocabulary instruction, and a variety of cumulative activities that immerse children in word and world knowledge."

In today's schools, the teaching of the kind of specific knowledge needed to become a fully literate individual is woefully inadequate. The texts and literature used in most American elementary schools are, for the most part, of a trivial nature. There is no shortage of material on topics like pets and sharing, but little on history, geography, and science. At Liberty, vocabulary and domain knowledge are developed by teaching the rich body of content knowledge defined in the Core Knowledge Sequence. Vocabulary is further developed through Greek roots and Latin language instruction.

Finally, in order to immerse students in word knowledge and expose them to many well-written, diverse, and meaningful works of literature, we have supplemented the Core Knowledge Sequence with (primarily) classic works of fiction—stories which have withstood the test of time. In accordance with Liberty's Charter, "*The literature suggested by the Core Knowledge Sequence, as well as other literature that*

will be introduced, is chosen not only for its place in the core body of knowledge, its multi-cultural representation, and its rich use of language, but also because it provides access to deeper meaning of universal human problems, particularly those which preoccupy children's minds."

The faculty and Academic Advisory Committee and Board have developed and approved the following additions to the Core Knowledge literature sequence:

- Recommended read-aloud lists for primary grades
- Required reading from the Great Books lists for grades 2-12
- Required summer reading books for grades K-12

The books on these lists were selected with consideration to exposing children to literature that they might not otherwise encounter. The books are intended to nudge students toward higher levels, not just in matters of syntax and vocabulary, but also in sophistication of plot, character development, conflict and resolution, and the sustained reading of lengthy works rather than excerpts. Teachers should become familiar with the books on the lists for their grades so that they can assist students in selecting books according to student interest and ability.

C. Moral Literacy

At Liberty, character education is achieved through a coherent program of expectations, modeling, and study of historical and literary figures. Stories, poems, essays, and other writings in our curriculum are intended to help children achieve moral literacy. That achievement involves recognizing the virtues (e.g. honesty, compassion, integrity, perseverance, courage, citizenship), understanding what they are in practice, and developing a desire to do what is right. How is this accomplished?

First, literacy gives children specific moral reference points. Literature and history are rich in moral literacy. Children need specific illustration of what is good and bad so that what is morally right and wrong can be known and promoted. Through the power of imagination children become vicarious participants in a story; they share in a hero's choices and challenges and identify with his suffering and triumph. Because a child's allegiances are based not so much on right versus wrong, but on who arouses his sympathy and who his antipathy, it is important to choose stories in which virtue wins over vice, as in fairy tales and other classic works. Frequent and strong identification with virtuous and victorious heroes allow children to rehearse and strengthen their commitment to goodness.

The right defence against false sentiments is to inculcate just sentiments. –C.S. Lewis, *The Abolition of Man*

Second, reading and literacy promote fascination. Nothing compares with a story that begins "Once upon a time…" The imaginative process gives us hope because we want to believe that in the stories of our lives we too can make the right choices. Stories help us to make sense out of our lives. A plot. A purpose. A sense that our struggles have meaning.

Third, reading and literacy create a living link to our culture, its history and traditions.

Fourth, by teaching domain knowledge, children will become a part of a common world, a community of moral persons. Reading affords us the opportunity to do what we can't often do in life—to become thoroughly involved in the inner lives of others. As with visiting foreign cultures, the sustained involvement with a character in a story enlarges children's sympathies and gives them those broad, wholesome and charitable views that are the reward of both travel and reading. This involvement is not simply the sharing of adventures, but also of ideas, emotions, loyalties, and principles.

"*…Shall we just carelessly allow children to hear any casual tales which may be devised by casual persons, and to receive into their minds ideas for the most part the very opposite of those which we should wish them to have when they are grown up? We cannot…Anything received into the mind at that age is likely to become indelible and unalterable; and therefore it is most important that the tales which the young first hear should be models of virtuous thoughts…*" –PLATO's *Republic*

Application of Liberty's Reading & Literacy Program

- Reading is an important component of daily homework. Each student should read or be read to every day.
- Teachers will set expectations for reading homework for K – 3rd grades.
- Students in 4th – 6th grades are expected to read at least 20 minutes per night.
- For students in 7th – 12th grades, the principal and teachers will determine the number of books from the Great Books list to be read per semester. Teachers will provide parents with discussion questions to verify the reading has been completed. Although reading time may vary on a daily basis, students should expect to read at least 30 minutes per night or 150 minutes per week.
- Students in 9th – 12th grades should expect to read at least 100 minutes per week.
- If literature is not assigned from the Core Knowledge Sequence or the approved additions to the Sequence for homework on any given day, students shall read literature selected from the approved Great Books lists for their grade(s). This homework is limited to the approved Great Books lists in order to ensure that the principles of this policy are fulfilled. Students may read books from the Great Books lists for higher grades with teacher and parent approval.

- Students may re-read favorite selections from the approved Great Books lists in subsequent years.
- Students may submit suggestions for additions to the Great Books lists to their teachers or the Headmaster for consideration and possible approval.
- Students are encouraged to read additional books of their own choosing over and above the required reading. Parents are encouraged to steer their children toward selections which support this policy and the school's Literature Acquisition policy.
- All students are required to participate in the school's summer reading program. Teachers will set accountability measures to ensure students complete the summer reading.

Supporting References

- Liberty Common School Charter Application, October 1, 1996
- LCS K – 3rd Grade Recommended Great Books List
- LCS 4th Grade Great Books List
- LCS 5th – 6th Grade Great Books List
- LCS 7th – 8th Grade Great Books List
- LCHS 9th – 12th Grade High School Recommended Great Books List
- LCS Summer Great Books List
- *The Vocabulary Deficit* by Andrew Wolfe, The New York Sun, May 2, 2003
- *The Book of Virtues*, William Bennett
- *On Learning to Read* by Bruno Bettelheim
- *The Uses of Enchantment* by Bruno Bettelheim
- *Books that Build Character* by William Kilpatrick
- *Why Johnny Can't Tell Right from Wrong* by William Kilpatrick
- *Why Johnny Can't Read* by Rudolf Flesch
- *Beginning to Read* by Marilyn Jager Adams
- *Honey for a Child's Heart* by Gladys Hunt
- *Amusing Ourselves to Death* by Neil Postman
- *The Disappearance of Childhood* by Neil Postman
- *The New Read-Aloud Handbook* by Jim Trelease
- *The Plug-In Drug* by Marie Winn
- Core Knowledge Newsletter

Adopted: 2/17/2005
Amended: 12/3/2011
Amended: 4/21/2016
Amended: 9/21/2017

Amended: 1/18/2018
Amended: 5/27/2021

7.14. Literature Acquisition

Liberty Common School will be discerning when selecting books purchased with our limited financial resources, as well as in accepting book donations, so that all materials at the school support the school's literacy goals as described in our Charter and the Reading and Literacy Policy. Books are to be selected according to criteria beyond current popularity. The quality of language, the value of a story to the human experience, the contribution to character education, and the support of the Core Knowledge Sequence will play a part in Liberty's selection of books. The majority of literature at the school should be generally acknowledged as traditional classics or children's classics. To support our character education program, we will make available books which provide examples, over and over again, of the reasons for living well.

This policy applies to any book or media available to students in the school's library or classrooms as well as books read to students by parents and teachers. To support their children's education at Liberty, parents are encouraged to understand the principles of this policy and assist their children in selecting books for outside reading which are consistent with school policy.

Literature Purchased by the School:

Fiction
As described in our Charter and Reading and Literacy Policy, the focus of the school's reading program is the development of mature and moral literacy "*as students become acquainted with a broad and rich body of knowledge and become familiar with many well-written, diverse and meaningful works of literature.*" According to Neil Postman, whose ideas are frequently referenced in our Charter, "Human beings require stories to give meaning to the facts of existence… If our stories are coherent and plausible and have continuity, they will help us to understand why we are here, what we need to pay attention to, and what we may ignore." Our goal, then, is to immerse students in great stories.

How do we identify great stories, i.e. good literature? Great authors do not write stories so that students can identify the main characters or write plot summaries. Rather, they seek to portray characters struggling with the great issues of life (e.g. truth, love, war, faith, politics, even loneliness). As our Charter states, "*literature that will be introduced is chosen… because it provides access to deeper meaning of universal human problems*." We recognize these stories because they hold our interest, even as adults. We recognize these stories because the characters have something to learn. They develop and grow as the plot unfolds. We recognize these stories because readers desire to

emulate their heroes. Good literature has withstood the filter of time, speaking to the universal struggles of humans throughout the ages.

Great stories are intended to be enlarging experiences, rather than cures prescribed for a given sociological, political or emotional problem. Genres which encourage narrow self-preoccupation, are void of meaningful character development, encourage acceptance of and identification with poor role models, or strive to give children "appropriate" attitudes about contemporary social issues (e.g. divorce, sex, war, gender) will be avoided. (See "Reading and Fiction" in the Student & Parent Handbook.)

The school will give first priority to the works of fiction required by the Core Knowledge Sequence, Board approved additions to the sequence, and books on the Board approved Great Books lists below:

- LCS K-3rd Grade Recommended Great Books List
- LCS 4th Grade Great Books List
- LCS 5th – 6th Grade Great Books List
- LCS 7th – 8th Grade Great Books List
- LCHS 9th – 12th Grade High School Recommended Great Books List
- LCS Summer Great Books List

Adopted: 03-24-2005
Amended: 12-03-2011
Amended: 09-19-2013
Amended: 01-18-2018

Non-Fiction

The school will strive to provide content-based non-fiction books necessary to support the Core Knowledge Sequence, Board approved additions to the Sequence, and a student reference section. Teachers may recommend books for purchase (other than text books - which require the approval of the Board of Directors) which support their instruction of the curriculum. These suggestions should adhere to the parameters of this policy, the Charter, and the Reading and Literacy Policy.

Children's 'non-books,' a prevalent trend in children's non-fiction, are composed of tiny facts and snippets of interesting material with visually pleasing photography which have no sustained narrative, carefully developed argument, or background knowledge. They require little concentration or focused thinking, but like television, are instantly accessible. The most conspicuous example of a 'non-book' is the *Guinness Book of World Records*. Such books commonly are but diverting filler and fail to meet our criteria for prioritized acquisitions.

In addition to the student reference section, a teacher reference section and a parent education section will be acquired. The school will purchase copies of the Core Knowledge Sequence for each grade along with supporting books and references

published by the Core Knowledge Foundation and the books referenced in the bibliography of our Charter.

Donated Literature
Classroom teachers and the school librarian will be the initial arbiters of the quality of books donated to the school. This discernment will require adherence to this policy, the Charter, and the Reading and Literacy Policy.

Media Acquisition
It is the policy of this school to expose students to subject matter through direct instruction, project, practice and literature to near exclusivity. Professional video productions should not serve as isolated exposition of subject matter. Video and film media will only be purchased and utilized to the extent that these materials supplement the pedagogy outlined herein, with the approval of the Headmaster.

Requests for Library Additions
Students, teachers and parents may request additions to the school's library and classroom collections. These requests will be considered with respect to the criteria outlined herein with the understanding that not all literature is destined to be considered "classic" and that student interest in reading should be affirmed and encouraged. These purchases will be subsequent to those necessary to satisfy the curriculum and required reading program, and must be consistent with the intent of this policy.

Questions about literature acquisition should be directed to the Academic Advisory Committee or the Headmaster. The Board of Directors is the final authority regarding any book or other media offered by the School for education or enjoyment.

Supporting Reference

The Case for Good Taste in Children's Books, Meghan Cox Gurdon, *The Wall Street Journal,* July/August 2013, Volume 42, Number 7/8

Adopted: 03-24-2005
Amended: 12-03-2011
Amended: 09-19-2013

7.15. Video Viewing

It is the policy of Liberty Common School to instruct the approved curriculum of the school without the use of video presentations.

This policy is supported by the attached report from the Academic Advisory Committee (November 17, 2005), which is incorporated herein by reference.

In rare instances with the written approval of the Headmaster or Principal, videos may be used to compliment the instruction of the approved curriculum. The presentation of

videos is particularly discouraged for younger students who are developing reading skills. When an approved video is shown, it will be done interactively and with frequent stops in order that students make connections and inferences, are prompted for questions and are discouraged from daydreaming. When explicit visual images are not critical, audio presentations (story narration and music) are preferred. When motion is not critical (e.g. art, architecture), slides, photos, and posters are preferred.

No videos which represent literature taught at school will be shown to support the instruction of that literature. No videos will be shown for 'entertainment' purposes.

When a digital device (computer, etc.) is used to display an approved video, the video must be displayed without any distractions such as advertisements, suggested videos, comments, or anything else not appropriate for a classroom setting. It is preferable to have videos reside on a storage device within the libertycommon.org domain for performance reasons and reliability of access. No Internet searches for videos should occur with the students viewing during class time.
Teachers wanting to use video presentations in their instruction of the approved curriculum, or for required homework, will complete the incorporated video presentation request form and submit it to the Headmaster or Principal for approval. In order to streamline the process, teachers are permitted to display up to 10 total minutes of video per semester prior to receiving approval, provided that they have completed and submitted a request form for each video. If a video is subsequently reviewed and not approved, the decision supersedes the 10 minute allowance and the video shall no longer be used in the classroom. The Headmaster or Principal may approve the following material:

- Video presentations of performances or works of art which are intended to be viewed (e.g. plays, operas, orchestras, ballets).
- Video presentations of actual events not geographically, temporally or practically accessible.
    - (e.g., A rocket launch or volcano eruption).
    - Historically accurate documentaries - factual storytelling which is not dramatized (e.g., WWII documentary).
    - Science "dry labs" which explain and demonstrate principles not practical in a school setting. Animation is acceptable for this purpose. Types of animation that are not restricted include digital simulations of events, processes, or concepts that are difficult for an instructor to clearly illustrate.
- Video presentations produced or dubbed in a foreign language where viewing is critical for comprehension.

Adopted: 03-23-2006
Adopted: 08-27-2015

7.16 Instruction of Composition

Great writing is two things: the ability to explain ideas with the appropriate level of detail for the reader and the ability to unfold those ideas in a captivating manner. Such an

explication of ideas is critical to schooling because it completes the educational cycle as students solidify what they have learned by "tutoring" the anonymous reader. At Liberty we strive to give students 1) fundamental writing mechanics and 2) a depth of content knowledge while providing exposure and guidance in developing the 3) advanced thinking skills and 4) artistic aspects of writing.

How does one become proficient in writing? By reading excellent writing, talking about excellent writing, copying and modeling excellent writing frequently, and by having one's writing graded and critiqued by a good writer. This means our teachers must be good writers. Teachers must continue to develop, practice frequently, and desire to master their own writing abilities. They must have detailed knowledge of the requirements of the next grade, as well as knowledge and mastery of the skills taught in the previous grade.

CMAS is only one reference point for assisting us in realizing our composition goals. Much more is required for quality writing than proficiency on this test. The classroom teacher and parents, in concert with the rest of the staff and headmaster, will determine whether students are becoming proficient in writing. The headmaster will consider the judgment of the upper school English and Literature teachers as primary measures of elementary student writing ability.

1) Fundamental Writing Mechanics

Students will progressively develop good penmanship, learn the rules of spelling and grammar, and expand their vocabulary through reading good literature and direct development exercises.

Penmanship practice is essential for organization of the mind and clarity of expression. Writing assignments will be handwritten. Students will not use word processors prior to completing the keyboarding course, and then only at the discretion of the teacher.

Spelling is essential for clarity and is the basis for vocabulary. Liberty will incorporate a coherent and sequenced spelling pedagogy. The spelling word lists are built on three pillars: the study of Greek and Latin roots, words from the Core Knowledge Sequence and literature, and BOD-approved spelling lists. These lists will be sequenced by grade to reduce redundancy and enrich vocabulary systematically. A master list of spelling words for each grade will be kept by each teacher.

Grammar is an organizational tool for fluency, structure, and coherence. Traditional grammar is a beautiful and practical form of higher order thinking about language. All editing marks and grammar terminology will be consistent K-9. Student responses on homework or worksheets should be given in complete sentences when practical. Teacher feedback and corrections should also be provided in complete sentences when practical.

Vocabulary is essential for reading comprehension and the conveyance of one's ideas. A well-developed vocabulary not only improves one's ability to communicate, but also

one's ability to think. Latin and Greek based vocabulary, the words within our words, and vocabulary from literature will be used for direct vocabulary instruction.

2) Depth of Content Knowledge

Good writing is born in knowledge and discovery. Students must have something to say. They must write about that which they know. Students will write about what they are learning, the topics of classroom discussion, rather than new topics requiring independent student research. This does not preclude assignments requiring further research by the student on topics of classroom discussion. Students must read extensively. What they write must be based upon text. Students must show evidence of their claims in the texts which they have read.

"Creative writing" and "journaling" exercises which encourage students to put their thoughts and feelings on paper or to write on topics about which they possess little or no *content* knowledge do not promote writing mechanics, organizational skills, or thinking skills required for good composition. These approaches are inconsistent with content-driven skill instruction and will not be used at Liberty.

3) Thinking Skills

Coherency and fluency are developed by mental modeling. This is accomplished through copying, reconstructing, and composing. Memorization and recitation are also critical and will be required. Renaissance schoolboys learned content through copy and exercise books. This form of practice helped produce the world's best writers and thinkers in their time. At Liberty students will practice the word-for-word copying of excellent writing enabling them to incorporate good ideas and language skills into their own writing, as they gradually acquire the "inner voice" of great writers of the past.

Myra Linden's "Improving Grammar and Other Writing Skills with Text Reconstruction," gives the proper technique for copy exercises:

- Read as many words as you believe you can write correctly from memory (usually 5-10 words)
- Write those words from memory, including all capitals and punctuation marks
- Check back to the original sentence and correct any errors
- Read the next group of words and repeat the steps.

Students in each grade will use copybooks for neatly copying word-for-word text from content rich sentences, paragraphs, poems, short essays (or pieces of other works) and speeches. Each teacher will compile a collection of content samples for this purpose. In addition, teachers will compile a progression of composition exercises by each student, which will include some copy work, most of which are graded, so that improvement over time can be tracked.

In addition to direct copying, students will practice reconstructing text through exercises (e.g. ordering sentences) and their own note taking. Students begin by learning to take

notes and making key word outlines from short selections. They then narrate and re-write the passage from their notes to create a unique composition in their own words. All writing composition should include an outline with a consistent format. On major writing assignments, at least 2 to 3 rewrites should be required and turned in with the final paper.

4) Artistic Aspects

An immense amount of regular practice with continual feedback from teachers and parents will be required in order for students to internalize writing mechanics as well as to develop an appreciation for the artistic aspect of writing. The study of poetry, poetic meter, and the art of versification helps give writing life. Diction, inflection, and intonation when reading aloud or reciting also help to give life and form to language as students hear their own voice and the voices others speak. These elements of language must be core components of formal language study as well.

Writing guidelines may be used to encourage students to incorporate a variety of writing elements and styles into their work. However, strict adherence to checklists can cause stultified writing and should be avoided.

SUPPORTING RESOURCES

Parental cooperation is needed. Parents are expected to review student assignments on a regular basis—checking for correct mechanics and accurate content, as well as fluency and coherency. Students are not allowed to edit or correct other students' written works.

The following programs have been approved to assist in the implementation of this policy. Any portions of these programs which are inconsistent with this policy, as determined by the Headmaster, will not be used.

- **Getty-Dubay** is an italicized handwriting program for penmanship instruction. Books A-G will be used in grades K-6. Book G will be repeated each year in grades 7-12 on an as-needed basis for students requiring penmanship improvement. A penmanship grade will be recorded on report cards for grades K-6.
- **Riggs & Open Court** will be used in K-1st grades.
- **Primary Spelling by Patterns** will be used in 2nd & 3rd grades.
- **McDougal Littell Spelling Words** will be used in 4th - 6th grades.
- **Shurley Grammar** will be used for direct grammar instruction in K-3rd grades.
- **Michael Clay Thompson** will be used in 4th-9th grades for grammar, vocabulary, and poetics.
- **Writing with Structure and Style** by Andrew Pudewa will be used in all grades.
- ***The Elements of Style*** by William Strunk Jr. and E.B. White will be provided to each teacher for use as a fundamental reference for writing composition.

Adopted: 02-15-2007
Amended: 09-31-2015

Amended: 10-15-2015
Amended: 09-26-2019

7.16. Foreign Language

The acquisition and appreciation of other languages is essential to understanding one's own. At Liberty Common School, the mission of the Foreign Language Department is to enhance student knowledge and understanding of the English language. This is accomplished first through Latin instruction beginning in kindergarten. After a solid foundation in Latin is established, students may elect to study modern Romance languages to further expand language knowledge, enhance cultural understanding, and develop conversational skills in a foreign language.

Liberty is a classically oriented school where the study of Latin supports our study of Western Civilization. Latin is the language which gives form to the thoughts and ideals upon which Western Civilization was founded and allows students access to the history and great works of the classical world. This is why further study of Latin and modern Romance languages enables students to develop appreciation for the influence and contributions of Western Civilization.

Why is Latin the foundation of Liberty's Foreign Language education? Latin is both a language and a discipline. Decoding Latin instills logical and precise thought. Like math, Latin is a cumulative study with each skill building on the previous one. And like math, Latin provides the invaluable experience of studying one systematic subject to mastery over a long period of time. This is a key to mental and character development and can be the most valuable academic experience a child has in school.[1]

"The limits of my language means the limits of my world."

― Ludwig Wittgenstein, Austrian-British Philosopher of Language, Logic, Mind, and Mathematics.

The goal of Latin instruction at Liberty is to empower students to think, speak, and write with clarity and precision in *English* thereby expanding their vocabulary as well as their world. The study of Latin develops mastery of English in the following ways:

VOCABULARY. The acquisition of Latin vocabulary provides students access to thousands of words that have rich and nuanced meanings. Fifty percent of English words are derived from Latin, including an estimated eighty-five percent of polysyllabic words. Additionally, Latin is the root language of science, law, medicine, politics, and theology. Terms are generated from Latin roots or lifted *in toto*. Understanding Latin makes learning these new terms into a shorthand, allowing the student to move quickly to more complex concepts.

READING/SPELLING. Careful attention in translating Latin to English helps students recognize and produce accurate letter combinations which increases reading and spelling skills.

GRAMMAR. When juxtaposed with studying English grammar, studying Latin grammar proves to be a superior method for exposing the structure of language. English is loose, unstructured, unsystematic, and breaks its own rules, whereas Latin is much more structured, orderly, logical, and consistent. The roles words play in a sentence are clearly delineated in Latin. If grammar is the ordered and structured beauty of language, then Latin is the preeminent language to study to achieve grammar mastery in English.

COMPOSITION. The beauty and power of great writing are more obvious to the student of Latin. The brevity of a Latin maxim uniquely teaches an economy of language. Structured, clear, sophisticated expression arises from translating and modeling stylists like Cicero.

Stages of Foreign Language Instruction at Liberty

In kindergarten through 3rd grade, students are instructed in Latin by classroom teachers and begin learning about ancient Roman culture by memorizing common vocabulary words.

In grades 4-6, professional Latin instructors teach students to identify and organize patterns of noun and verb endings and develop understanding of the relationships between Latin parts of speech.

In grades 7-8, deep, comprehensive study of Latin grammar on a daily basis promotes an appreciation for the ordered beauty of the language and trains students in Latin translation. Students complete Latin I and Latin II coursework. With a foundation in Latin and the daily instruction time necessary to develop conversational language, students are prepared to succeed in the study of modern Romance languages. Students may elect to supplement Latin I and II with Spanish, French, or Ancient Greek.

In grades 9-12, students may elect to continue advanced Latin coursework in Latin III and beyond. For these students, the fruit of diligent Latin study is fully realized in the joy of reading ancient texts in their original language. The mind is prepared to compose in Latin.

To fulfill the graduation requirement of two consecutive years of foreign language study in high school,* students have the option to build upon a solid foundation in Latin with study of Spanish, French, Ancient Greek, Advanced Latin, or other languages which may be added to the curriculum. Languages which may be added to the curriculum will be Romance languages, or German.** Further foreign-language classes beyond these may be taken as electives.

*All students are required to successfully complete Latin I and Latin II prior to high school graduation. Students who did not satisfy this requirement in junior high have the

option of using this coursework to simultaneously fulfill the additional requirement of "two consecutive years of foreign language study in high school."

** Because English is a Germanic language, the secondary benefits of studying German may be considered when expanding the school's course offering.

1. *An Apology for Latin and Math*, Cheryl Lowe, Classical Teacher, Winter 2006

   http://www.memoriapress.com/articles/apology-latin-math.html

Adopted: 12-03-2011
Amended 08-25-2022

7.17. Academic Support Team

Liberty Common School's excellent teaching methods, rich curriculum, and strong character education reaches the majority of students and helps bring about amazing learning, high achievement, and strong character. While students are expected to do all they can to reach the high bar, their parents are also asked to help at home. For most students, this is enough to achieve their academic success. When a student needs more than this to achieve at grade level, the school is required to intervene.

Academic Support Team's primary mission is to support students who are at risk academically by identifying and addressing barriers to their success. It improves student success toward mature literacy and independence by providing specialized instruction. AST addresses concerns through many avenues: Response to Intervention, English Language Acquisition, 504s, Advanced Learning, and special education. Support is given judiciously and only as needed. Liberty Common School intervenes with solutions while still ensuring that its students are educated with the Core Knowledge curriculum. When difficulties arise, the following steps occur. Students move to the next step if improvements are not seen.

1. General education teachers work with the student and his or her parent/s to alleviate the problem.

2. The Student Teacher Assistance Team (STAT) – a group composed of general educators, administrator/s, and AST representative/s – through referral, offers advice to teachers and/or parents and determines the next step.

3. The student may be referred to AST for further intervention and support through the RTI process (RTI=Response to Intervention.) A student may also need screenings, observations, other testing, or an accommodation plan. STAT monitors progress and may revisit to change the plan as needed.

4. If steps 1-3 do not remediate the problem, STAT may refer a student for a special education evaluation. Written permission is required before such an evaluation can take place.

Parents are apprised of this process along the way and are encouraged to support their children in any manner they can to bring academic success. Questions about your child or this process should be directed to his or her classroom teacher or the Academic Support Coordinator.

Adopted: 12-20-2012

7.18. ECEA 12.00

I. Introduction.

Notwithstanding taxonomy and nomenclature used by State and Federal education-related rules and regulations, Liberty Common School finds, declares, and determines:

> "The principal determinants of individual academic success are individual ability and effort. The policies of Liberty (grading, discipline, homework, and teaching) must support the student's adoption of a personal quest for academic growth using the clearly marked path of expectations in knowledge, skill, and character. The guiding philosophy of Liberty acknowledges that children can and should be held accountable for their own schoolwork and behavior, with the support of teachers and parents." [LCS Policy | Principle #7 | Adopted February 24, 1997].

It is self-evident that all students demonstrating the capacity to acquire knowledge at the accelerated pacing of the LCS curriculum, scope, and sequence are in possession of exceptional intellectual gifts. Accordingly, LCS recognizes each successful student enrolled in the institution as being both gifted, and endowed by nature with exceptional academic talents.

II. Policy Statement.

In accordance with Section **301-8** of the Code of Colorado Regulations, and the **2016 Rules for the Exceptional Children's Educational Act (ECEA)**, Liberty Common School (LCS) employs this Policy to identify and properly serve its students eligible for ECEA 12.00 services.

LCS rejects the anti-intellectual traditions that have become so prevalent in American schools, and instead advocates the systemic acquisition of broad knowledge, superior language and active, engaged minds consistent with the idea of "intellectual capital" described by Core Knowledge Foundation founder E.D. Hirsch, Jr. Adhering to this

educational philosophy, LCS offers advanced academic opportunities, instructional rigor, and honors-level curriculum to all students.

LCS's educational philosophy naturally and especially appeals to families of high-achieving students, resulting in a disproportionally greater population of students with the potential to be identified as exceptional, relative to traditional-public schools in the Poudre School District.

Due to the uniqueness of LCS's educational program, and its larger percentage of potentially ECEA 12.00-eligible students, LCS has adapted the prescriptions of C.C.R. 301-8 so that both the educational needs of ECEA 12.00-eligible students are met, and the regulation is honored.

The adoption and provisions of this Policy are in keeping with this commitment.

According to the ECEA 12.00(16), a child eligible for ECEA 12.00 services is a person between the ages of four and twenty-one whose aptitude or competence in abilities, talents, and potential for accomplishment in one or more domains are so exceptional or developmentally advance that they require special provisions to meet their educational programming needs. These students include gifted students with disabilities (i.e. twice exceptional) and students from all socio-economic, ethnic, and cultural populations. These students are capable of high performance, exceptional production, or exceptional learning behavior by virtue of any or a combination of the ECEA areas of indication.

III. Scope of Policy.

This Policy applies to LCS students in grades kindergarten through twelve, and all LCS instructional faculty who can contribute to the identification of students covered under ECEA 12.00.

IV. Procedures for Identifying Students covered under ECEA 12.00.

Liberty Common School's K-3 curriculum is designed to teach the skills of learning, namely reading, writing, speaking, listening, calculating, problem solving, and exercising critical judgment. These skills are taught through a body of organized knowledge. In subsequent grades, students begin to be taught a greater depth of knowledge, and begin to organize principles and look for relations between things they have learned. The LCS Administration has therefore determined that the procedures for identifying students covered under ECEA 12.00 should begin in the 4th grade. Referrals for students in K-3 will be considered. Qualifying criteria and consideration procedures for K-3 differ from those described below.

In order to qualify for ECEA 12.00 services, the student needs at least three qualifying indicators that span two different areas of the body of evidence. No two scores may come from the same assessment. Qualifying indicators include scores in the 95th percentile or higher, exceeds expectations on CMAS, or a predetermined score on a qualitative assessment.

1. Data collection for a body of evidence begins in the 4th grade, and includes assessment results from multiple sources, and multiple types of data. Students with assessment scores in the 95th percentile or higher on a nationally normed test or qualitative data indicating exceptionality will be considered for identification to receive ECEA 12.00 services under these procedures.

2. A student may also be considered for identification to receive ECEA 12.00 services if a teacher or parent recognizes the student is insufficiently challenged by the academically rigorous content and instruction the student is already receiving, and/or a student demonstrates exceptionality in other non-academic areas identified by ECEA 12.00. The teacher or parent alerts LCS Administration of their informed opinion, and LCS Administration shall include the student in consideration procedures.

3. An LCS Student Teacher Assistance Team (STAT), made up of teachers, administrators, and one or more representatives from the Academic Support Team, convenes a meeting to examine the body of evidence for each student being considered. The procedure for determining whether to identify a student to receive ECEA 12.00 services includes a STAT team examination of the following:

    a. Measure of Academic Progress (MAP) scores.
    b. State-mandated assessment (e.g. CMAS) scores or other achievement assessment (e.g. STAR) results.
    c. Grades and grade-point average over two semesters.
    d. Additional teacher input as deemed necessary and appropriate by the STAT.

4. Upon the examination of the evidence, the STAT will determine whether to proceed with an assessment of cognitive ability/aptitude, such as the **Cognitive Abilities Test (CogAT)**. A student's parents will sign a Cognitive Test Permission Form indicating their acceptance or refusal of their student taking an assessment of cognitive ability/aptitude.

5. If the STAT has determined a student meets the ECEA 12.00 eligibility criteria, and/or the student scores in the 95th percentile of an assessment of intellectual ability/aptitude, procedures for students determined to be covered under ECEA 12.00 are triggered.

V. Procedures for Students Determined to be Covered Under ECEA 12.00.

Because of the baseline academic rigor of the educational program at LCS, and the additional opportunities available for exceptional students, the school will work with the eligible student's parents to determine whether the parents would like their child to receive ECEA 12.00 services.

1. A meeting with the school's ECEA 12.00 designee and the parents of the eligible

student will occur. The parents will be informed and educated on:

a. All the academic offerings available to students through the rigorous educational program at LCS. These offerings include:

   i. Individualized enrichment opportunities directed by the classroom teacher(s), in collaboration with the parent, during the student's daily thirty-minute Extended Learning Opportunity (K-6) or 9th period of the day (7-12).
   ii. School-sponsored extracurricular activities.
   iii. Advanced math beginning in sixth grade for eligible students.
   iv. Honors and high-school level course options in grades 7-12.
   v. Advanced Placement and concurrent-enrollment classes in grades 9-12.

b. Their option to receive ECEA 12.00 services, documented through an Advanced Learning Plan (ALP), and how related services will/will not alter the educational opportunities already afforded to their student.

2. After the parents are satisfactorily informed on the extent of LCS's academic and non-academic offerings and the potential benefits of an Advanced Learning Plan, they will sign CCR 301-8 Opt-in/Opt-out Form indicating they are either

   a. Satisfied with the School's ability to challenge their student, absent an Advanced Learning Plan, or
   b. Dissatisfied with the School's ability to challenge their student, and request an Advanced Learning Plan.

3. Parents of students enrolling in Liberty Common School with an existing ALP will be informed on the extent of LCS's academic and non-academic offerings and asked to sign a CCR 301-8 Opt-in/Opt-out Form indicating they are either

   a. Satisfied with the School's ability to academically challenge their student, in lieu of an Advanced Learning Plan, or
   b. Dissatisfied with the School's ability to academically challenge their student, and request an Advanced Learning Plan.

Definitions

"Advanced Learning Plan" means a written record of an eligible student's strengths, academic and affective learning goals and the resulting programming utilized with that child and considered in educational planning and decision making [ECEA 12.00(1)].

"Aptitude Test" means an ability test to determine potential or level of performance in problem solving, reasoning and other cognitive functions. Aptitude or ability tests predict potential in an area of program eligibility and /or future academic school success [ECEA 12.00(6)]

"Gifted Children" means those persons between the ages of four and twenty-one whose aptitude or competence in abilities, talents, and potential for accomplishment in one or more domains are so exceptional or developmentally advance that they require special provisions to meet their educational programming needs. Program-eligible students include eligible students with disabilities (i.e. twice exceptional) and students from all socio-economic, ethnic, and cultural populations. Program-eligible students are capable of high performance, exceptional production, or exceptional learning behavior by virtue of any or a combination of the ECEA areas of designation [ECEA 12.00(16)].

"Gifted Education Services" or "Gifted Education Programs" means the services, delivery model and programs provided to eligible students pursuant to the ECEA. Relevant education services and "gifted education programs" include, but need not be limited to, strategies, programming options, and interventions reflecting evidence-based practices, such as acceleration, concurrent enrollment, differentiated instruction, and affective guidance [ECEA 12.00(17)].

Adopted: 03-07-2019
Amended: 02-27-2020

7.19. Student Data Privacy

I. Policy Statement

Student privacy is a critical component of Liberty Common School's (LCS) operations, and the protection and management of the various types of student records and Personally Identifiable Information (PII) is critical to LCS's operations. Concurrently, using data effectively and responsibly is foundational to making the best decisions in today's schools and improving student performance. LCS maintains student files, as well as computer systems and related devices that collect and record data as required for educational delivery, management, and reporting purposes. Student PII or other sensitive data requested, collected, captured, generated, stored, or otherwise entrusted to and maintained by LCS shall be analyzed on a case by case basis and shared only for legitimate educational purposes with those who are authorized, or as required by law. Reasonable care must be taken to ensure that student PII or other sensitive data is never misused or disclosed to unauthorized individuals or agencies.

The purpose of this policy (Policy) is to establish general privacy practices for student records and PII academic and discipline records, and information captured or generated by LCS's operations, systems, network devices, or communications. The policy further delimits conditions where PII may be disclosed.

The privacy and protection of confidential student and faculty education records and the PII contained therein shall be governed by the federal Family Education Rights and Privacy Act (FERPA), the Colorado Student Data Transparency and Security Act (SDTSA), and this Policy.

This Policy attempts to be as comprehensive as possible, but it is not intended to cover every situation which may be considered student data privacy-related. LCS is committed to providing a place for learning, teaching, and gathering free from concerns that one's PII will be poorly protected and/or misused. LCS administrators and IT specialists will prioritize student-data privacy when evaluating whether to engage with third-party service providers. The adoption of this Policy are in keeping with this commitment.

II. Scope of Policy

This Policy applies to all LCS staff and students in contact with PII or sensitive data requested, collected, captured, generated, stored by, or entrusted to LCS.

III. Definitions

1. **Data.** Any student or family information collected, captured, stored, generated, or otherwise entrusted to and maintained by LCS, its employees, contractors, agents, systems, storage devices, or other means. This includes systems and devices involved in the transmission and storage of video and voice data.

2. **Personally Identifiable Information.** As used in this policy, "personally identifiable information" (PII) is information that, alone or in combination, is linked or linkable to a specific individual so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the individual with reasonable certainty. All student PII is confidential and private. LCS data privacy procedures adhere to the guidelines set forth in FERPA and SDTSA.

   PII includes but is not limited to: (1) the student's name; (2) the name of the student's parent or other family members; (3) the address or phone number of the student or student's family; (4) personal identifiers such as the student's social security number, student number or biometric record; (6) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name; or (7) photographic and voice records.

3. **School Service Contract Provider.** An entity, other than a public education entity or an institution of higher education, that enters into a formal, negotiated contract with LCS to provide a school service.

4. **School Service On-Demand Provider.** An entity, other than a public education entity, that provides a school service to LCS, subject to agreement by LCS, or an

employee of LCS, to standard, non-negotiable terms and conditions of service established by the providing entity.

5. **Student Academic and Discipline Records.** "Records" are any information or data, including but not limited to academic and discipline records, recorded in any medium including, but not limited to, handwriting, print, tapes, film, and any electronic storage or retrieval media. "Student records" are those records directly related to a student and maintained by LCS.

6. **Third Party.** A third party, for the purpose of this Policy, is an entity other than LCS or a person who is not employed by LCS.

IV. Transparency

LCS will maintain a Student Privacy page on its website. This page will contain all elements required by the SDTSA, including

1. A list of all School Service On-Demand Providers used by LCS. This list will be maintained by the IT Department, and updated a minimum of twice per year.

2. A list of any School Service On-Demand Providers which LCS has either refused to use or discontinued to use due to student-privacy concerns. This list will be maintained by the IT Department.

3. A list of School Service Contract Providers engaged in a contractual relationship with LCS, along with links to the executed contracts. This list will be maintained jointly by the LCS Administration and the LCS IT Department.

4. A link to access a list of the Colorado Department of Education's inventory of data containing PII on individual students.

5. A description of PII in language understandable to a layperson.

6. A link to this Policy.

V. Maintenance of Student Records and Data Retention and Destruction

All student-education records, including but not limited to confidential PII and student academic and discipline records, shall be retained for the periods required by governing law and relevant LCS policy. Thereafter, such records are subject to destruction in accordance with governing law, recognized best practicewefkdsf;ljs, and Section VII of this Policy.

VI. Access to Student Records and Personally Identifiable Information

1. Access to PII, and the collection and sharing of PII, is only authorized in accordance with governing law and this Policy. Student PII or other sensitive data may only be collected or reviewed by LCS staff for legitimate educational purposes related to educational decisions, legal compliance, reporting, or other lawful purposes.

2. Requests for any student academic and/or discipline records will be denied unless it can be reasonably ascertained by an LCS administrator that there is parental consent for the release of requested records to the individual or entity furnishing the request, and that the request is consistent with governing law. Every new request for a student records will require a new communication of parental consent to an LCS administrator.

3. LCS will only provide student PII to the Colorado Department of Education as required by law or as a condition of receiving a benefit, such as grant funding or special designations.

4. LCS will only disclose student PII and sensitive data to a School Service Contract Provider which contractually agrees to comply with FERPA and SDTSA laws, and for legitimate educational purposes.

5. LCS will only disclose student PII and sensitive data to a School Service On-Demand Provider which contains in its user-agreement language consistent with FERPA and SDTSA laws.

6. Access to LCS computers, e-mail and document accounts, and to electronically stored PII shall be password protected. Further, LCS administrators shall ensure the security of electronically stored PII, including but not limited to: (1) controlled building access; and (2) video surveillance monitoring of building's ingress/egress.

7. LCS employees, volunteers and students shall report to the LCS administration all threats and known or suspected occurrences of unauthorized access, loss, disclosure, modification, disruption or destruction of electronically stored student records or confidential PII.

VII. Data Destruction

1. LCS will dispose of or destroy data in a manner consistent with governing law and current industry standards. The IT Director will determine the appropriate process for making sensitive, digitally-maintained data from computer desktops, laptops, hard drives, and portable media, inaccessible and unusable. The IT Director will be responsible for compliance with governing law and this Policy.

2. Paper and hardcopy records maintained by LCS and containing student PII or other sensitive data shall be shredded.

3. A School Service Contract Provider must contractually agree to destroy student PII in a manner consistent with the SDTSA. This means:

    a. The School Service Contract Provider will contractually agree to destroy records containing student PII at the request of LCS, unless parental consent for record retention is attained. The contract provider shall provide the LCS with a Certificate of Data Destruction, and
    b. The School Service Contract Provider will contractually agree to, following the termination or conclusion of the contract, destroy all student PII collected, generated, or inferred as a result of the contract. The contract provider shall provide the LCS with a Certificate of Data Destruction.

VIII. Vendor or Provider Misuse and/or Unauthorized Disclosure of PII

If LCS identifies that a School Service On-Demand Provider or School-Service Contract provider has experienced a material breach, engaged in misuse of student data, or allowed unauthorized release of student PII, the LCS Board of Directors will ensure the following are accomplished:

1. Notifying the individuals impacted by the breach; communicate the steps in place to address and resolve the breach.

2. Public discussion of the nature of the material breach, and provide an opportunity for the contract provider to respond.

3. A decision whether the contract shall be subject to termination and if the provider will be disqualified from future contracts with LCS.

IX. Staff Training

1. LCS shall take measures to periodically educate and train staff regarding its obligation under governing law and this Policy to maintain the privacy and protection of student records and PII, including but not limited to maintaining the privacy and protection of PII when using LCS information technology, online services and mobile applications.

2. LCS staff are and will continue to be trained to refrain from engaging any Service On-Demand Provider without first consulting either an LCS administrator or the

LCS IT Director regarding the specific provider being considered. Staff will only engage a Service On-Demand Provider once receiving explicit permission to do so.

X. Data Security Audits

The IT Director shall implement practices and procedures to maintain the security of electronically stored PII, including but not limited to: (1) access logging and monitoring by device and location; (2) intrusion detection and vulnerability testing; (3) use of automated tools and monitoring procedures to detect, report and remediate system vulnerabilities and breaches; (4) responding to threats and occurrences of unauthorized access, loss, disclosure, modification, disruption or destruction of electronically stored PII to LCS administration; and (5) notifying the LCS administration of affected persons of such threats and occurrences.

The director of the IT Department will determine if an external/independent third party security auditor is necessary to maintain the integrity of LCS server security.

XI. Enforcement

LCS is committed to enforcing this Policy and engaging in practices to protect the privacy of every student and family from who it collects data. LCS staff found to be in violation of this Policy, at the sole discretion of LCS administrators, may be subject to disciplinary action, up to and including termination.

Adopted: 06-24-2019

7.20 History Policy

The study of history is more than learning dates and important historical figures. It is the story of how people subsisted, how economies functioned, and what influenced the growth and decline of civilizations. This includes geography, agriculture, economics, technology, health, transportation, and other factors. Historical knowledge is critical in order to be an educated and culturally literate person. It is important to know our “story” and understand how we got here. In order to understand and empathize with other people, it is essential to know and understand one’s own history and people.

At Liberty, history forms part of a classical curriculum that seeks to nourish in students an appreciation for wisdom, beauty, and truth found both in the study of ancient civilizations and in their own nation's past. Our students will be armed with background knowledge and sufficient analytical skills to objectively evaluate our nation’s place in the world through a deep appreciation of its history and intensive study of related civilizations including their rising and falling. They should grasp nuances of relevant cultures including their languages, religions, governments and economies.

"If I have seen further, it is by standing on the shoulders of giants." - Isaac Newton

Students will learn and understand who the "giants" of western civilization were and what they left us. Students will also learn lessons regarding the negative consequences of historic events sufficient to predict outcomes relative to contemporary problems they will encounter in life. We do not undermine the achievements of historical figures because their shortcomings may offend current sensibilities.

Students will learn the background of America's allies and adversaries. An age-appropriate understanding of economic relevance (grades K – 12) should be applied where prudent to add further clarity to major historic events and promote a solid understanding of America's imprint on human civilization and its future.

History textbooks and resources will support these principles with a preference for primary sources when practical.

Adopted 12-15-2016

7.21 Musical Performance Policy

Selections for musical performances are to be chosen according to criteria other than current trends and popularity. The quality of the music, the contribution to character education, and the support of the Core Knowledge Sequence should play an integral part in Liberty's musical selections for performances. Music that manifests human excellence is Core Knowledge music.

Performance repertoire should be carefully chosen, and should focus on the analytical, historical, cultural, or creative aspects of music. Selections should also be chosen to reinforce proper vocal and instrumental technique.

When suitable, performance selections may be linked to:

- Topics in other Core Knowledge disciplines
- Elements of music
- Musical traditions such as folk music, rounds, or carols
- Classical music from Medieval to the present

Music from contemporary movies and musicals, commercialized music, and pop music should be avoided, unless there is a well-thought out musical purpose for their inclusion. In those situations, directors should consult the appropriate principal for approval. When practical, teachers should select music that is freely available to them, including selections in their music library, collaborative libraries with other educators, or pieces in the public domain. Performance lengths should be appropriate for the grade level of the students involved.

Adopted 12-15-2016

7.22 9th Hour Class/Club Policy

1. Liberty's 9th-hour (2:45 – 3:15PM) is designed to provide all students in-school academic enrichment opportunities in ways that support and reinforce the mission of the school.
2. Liberty's 9th-hour class offerings occur during the official school day (7:45AM – 3:15PM), and are not considered "extracurricular" activities.
3. It is officially recommended that all students attend a 9th-hour class each school day.
4. Students in good academic standing are eligible to depart the school after 8th period (at 2:45PM). Those who opt out of 9th-period offerings may not:
    - Remain in the hallways during 9th period;
    - Linger on the school grounds during 9th period;
    - Linger in the neighborhood of the school during 9th period;
    - Leave the school grounds and return to be picked up later in the day;
    - Leave the school grounds and return to the school that same day for any reason;
    - Complain about having the freedom to leave the school after 8th period.
5. All 9th-hour classes offered at Liberty Common High School must fall into one of two categories:
    1) Extra-help sessions wherein LCHS instructors are present to assist students in a specific subject matter. This may also include "study hall" or "office hours" scenarios which allow students to do school work either directly or independently under instructor supervision.
    2) "Club" sessions at which specific student activities are conducted under the leadership and supervision of an LCHS instructor. Club sessions must accommodate activities relating to the school's curriculum and mission which provide enrichment opportunities relating to academic subjects taught in the school. This may include Club sessions which support competitive academically oriented teams (Knowledge Bowl, Ocean Bowl, robotics, forensics, etc.) character-education goals, and general physical fitness. Club sessions may feature board games and similar activities which enhance logic, computing, cyphering, and cognitive dexterity which support learning skills (chess, etc.). Clubs may also exist to organize student activities which constitute useful community services which are consistent with the school's overall community mission and which reflect favorably upon the school and its students.
6. All Clubs must be approved by the LCHS administration prior to organizing and convening. Students, faculty, or parents interested in starting a new Club must complete a Club Proposal Form and provide any supporting information to the Assistant Principal. The Assistant Principal may consult the Principal and/or Liberty's Board of Directors to ensure all 9th-hour and Club activities are feasible considering the school's resources to support additional 9th-hour classes, and that new proposals comport with the school's mission and academic objectives.
7. Though most LCHS Clubs meet during 9th hour, meeting outside of school hours, or meeting independently of the school, are also options.

8. The administration shall approve only proposals for 9th-hour Clubs which relate plainly to the academic mission of the school, which comport with the school's character-education goals, which reflect favorably upon the corporate objectives of the institution as established by the Liberty Common School Board of Directors, and which can be sustained within limited school resources. All Clubs must be accessible for all students. In all cases, Clubs must be inclusive and have a direct nexus with the school's mission.
9. Proposed 9th-hour Clubs may only be approved or sustained which meet substantially two or more of the following criteria:
    - Are organized to advance and enrich the academic mission of the school including its curriculum;
    - Conduct useful community service activities which are consistent with the school's overall community mission and which reflect favorably upon the school and its students.
    - Support competitive academically oriented teams (Knowledge Bowl, Ocean Bowl, robotics, forensics, etc.)
    - Advance character-education goals including House or Order leadership, or other school-sanctioned activities (Yearbook, etc.)
    - Enhance the school's general physical-fitness objectives.
10. Proposals for 9th-hour Clubs must be denied or terminated upon any of the following criteria:
    - Exclusivity, or inaccessible to all LCHS students.
    - Accentuates religious bigotry or identifies with religious denominations.
    - Promotes ethnic or racial groupings, social subgroupings, political parties, campaign awareness, or non-academic extracurricular causes.
    - Glorifies violence, self-harm, death, alcoholism, drug abuse, abusiveness, moral turpitude, or any other harmful or destructive behavior.
    - Discusses or promotes sexual themes, sexual behavior, sexual situations including but not limited to preferences, identities, orientations, humor, or other similar mature topics unsuitable for students of junior-high age.
    - Endorses or promotes specific private businesses or other private corporate entities.
    - Emphasizes subjects or activities which fall outside of or which undermine the school's academic objectives.
    - Demeans or impugns Liberty Common School, its Board of Directors, or any of its employees, or any individual.
11. Upon forms furnished by the school, petitioners for a new 9th-hour Class or Club must supply the following information:
    - Name of proposed Class/Club
    - Indicate whether the Class/Club is oriented toward junior-high students, high-school students, or both.
    - Days of the month/week, meeting time, and start date.
    - Name(s) of faculty or other adult sponsors and supervisors. Number of Class/Club sponsors needed.
    - Goals of the Class/Club.

- Indication of whether the Class/Club will be engaged in competitions or activities outside of the school day, including a roster of main competitors.
- Minimum number of students needed to participate in the Class/Club.
- Facility needs.
- Equipment and/or supply needs.
- Financial needs and fundraising plans, if any.
- Transportation needs.
- Applicants shall supply a well-written, detail-laden description of the Class/Club for publication in the Monday Newsletter, morning announcements, internal TV news advertisements.

12. Contingencies: Any questions regarding the approval or continuation of an LCHS 9th-hour Club or class which is unaddressed or un-contemplated by this policy will be judged and resolved by the administration. Please obtain prior administrative approval before engaging in any Class or Club activity which is not made clear by this policy. "I didn't know" is not an excusable justification for Class/Club-policy noncompliance.

Adopted: 05-26-2022

8. ENROLLMENT

8.1. Enrollment Policy

Per the admissions process defined in the school's charter application and its contract with the Poudre School District (PSD), Liberty Common School (LCS) complies with federal and state laws regarding nondiscrimination. LCS makes no distinction on account of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, national origin, religion, or ancestry, need for special education services of any student who seeks admission. Furthermore, admission will be offered publicly to incoming students with an effort to invite all families in the Poudre School District to carefully review the LCS Charter and enroll their children if the parents value the school's philosophy and educational offering.

Attendance by a parent or guardian at a public-information night is recommended, and results in priority status for lottery enrollment. This recommendation ensures all parents/guardians understand Liberty's philosophy and educational approach prior to enrollment. Exceptions to the public-information-night attendance prioritization are considered on a limited, case-by-case basis by the Headmaster, Principals, and Board of Directors.

Vacancies exist whenever the number of students enrolled in class is below that class' capacity. As vacancies occur, those vacancies are filled using a lottery system. Students

are eligible to fill a vacancy after participating in a conference between the student, parent, Headmaster and/or an administrator designee to discuss curriculum, required levels of performance, dress code, rules, and other expectations. This conference may include discussions of academic achievement in previous schools and written or verbal evaluations. LCS does not mandate any student testing prior to acceptance, nor do test scores or previous academic performance affect a student's chances at admission.

Upon completion of the meeting and a review of the student's academic data, the administration provides a grade-level recommendation for the student.

The following categories of applicants are exempt from the lottery-enrollment procedure in the following order of precedence:

- Currently enrolled students
- Total of the following two groups not to exceed 20% of total enrollment:
    - Children and grandchildren of Founders as defined in the charter contract with Poudre School District, and
    - Children of full-time staff
- Siblings of currently enrolled students

The lottery-enrollment procedure is then implemented to fill remaining vacancies in the following order of precedence:

- Students on the lottery list residing within PSD whose parent or guardian has attended a public information night
- Students on the lottery list residing within PSD whose parent or guardian has not attended a public-information night
- Students on the lottery list residing outside PSD whose parent or guardian has attended a public-information night
- Students on the lottery list residing outside PSD whose parent or guardian has not attended a public-information night

    All other students on the lottery list

Adopted: 08-23-2001
Amended: 12-03-2011
Amended: 02-21-2013
Amended: 12-19-2013
Amended: 03-04-2014
Amended 09-29-2022
Amended 10-27-2022

8.2. Classroom Placement Policy

The classroom placement policy is designed to promote educational excellence and fairness by optimizing the learning environment in both tracks at each grade level while meeting special needs of individual students.

Parents may provide a written request to the Headmaster for a specific teacher for their child. However, such requests are not guaranteed because they can lead to imbalances in the classroom environment. Parents are encouraged to complete a confidential Student Classroom Profile Form to assist teachers in determining classroom assignments. Sending and receiving teachers at each grade level will use the information from this form in addition to their knowledge of classroom dynamics, special needs, availability of volunteers, diversity of student achievement, etc. to determine classroom assignments in order to provide a fair and common education for all students.

Parents are required to submit a Student Classroom Profile Form

Adopted: 06-28-2001

9. FINANCES AND ACCOUNTING

9.1. Banking Policy and Relations

The Chief Operating Officer (COO) or Director of Operations in conjunction with the BOD Treasurer can arrange with several financial institutions to provide for the operational requirements of LCS and can invest excess capital funds as prescribed in the "Investment and Cash Management" section of this policy. The COO or the Director of Operations will be LCS's primary representative in dealing with financial institutions. The COO, Director of Operations, or designee will be responsible for meeting with personnel of the primary financial institutions to provide consistent financial information reporting and updates on LCS's operations to financial institution officials. The BOD Treasurer or designee will also perform an ongoing evaluation of the financial institutions' abilities to satisfy LCS's needs, and will make appropriate changes whenever necessary.
LCS will establish a separate account for each fund and/or account group (e.g., internal funds) which will be used for all deposits and disbursements related to the fund. As prudent and for efficiency, LCS will limit the number of financial entities with which the school has accounts.

Adopted: 03-23-2000
Amended: 05-21-2005
Amended: 12-03-2011
Amended: 11-16-2017
Amended: 3-26-2020
Amended: 2-22-2022

9.2. Accounts Payable, Cash Disbursements, and Accrued Expenses

LCS will use the Specialized Data System (SDS) platform for proper accounting of accounts payable, cash disbursements, and accrued expenses. Proper internal control will

be followed to ensure that only valid and authorized payables are recorded and paid. Accounting procedures will be implemented to ensure the accuracy of amounts, the coding of general ledger accounts, and the appropriate timing of payments.

Adopted: 02-25-1999
Amended: 12-16-2004
Amended: 3-26-2020
Amended: 2-22-2022

9.3. Purchases and Check-signing

For individual purchases outside of typical monthly expenditures (e.g., payroll, healthcare, utilities, etc.) and equal to or greater than $10,000, the Headmaster will serve as the approval authority; a Board of Directors member (in addition to a Principal) must be a signatory of checks equal to or greater than $10,000.

For individual purchases less than $10,000 but greater than $2,000, the COO will serve as the approval authority. In the COO's absence, the BOD Treasurer will act as the approval authority. A Principal (in addition to another member of the Administration) must be a signatory of checks in these amounts.

For individual purchases less than $2,000, a Principal or the COO will serve as the approval authority; an Assistant Principal or the Director of Operations must be a signatory of checks in these amounts.

For recurring utility and other monthly expenses, the Director of Operations, the Director of Information Technology, the Director of Fundraising, or a Facility Manager will serve as the approval authority, and the Operations Specialist will sign checks for these requirements. Whenever possible and prudent, payments for utilities and other recurring expenses will be moved to an automatic pay system via ACH or Divvy.

In no case will any individual act as both approval authority and signatory for a purchase.

Adopted: 04-29-2021
Amended: 02-22-2022

9.4. LCS Fundraising Policy

The Core Knowledge Charter School Foundation is the non-profit organization which exists to support charitable donations to Liberty Common School. The CKCSF is managed by a Board of Directors separate from the LCS Board of Directors, but includes one LCS BOD member as a non-voting member of the CKCSF. The CKCSF Employer Identification Number is: 84-1354344.

Fundraising Activities: LCS Board of Directors (BOD) and the Core Knowledge Charter School Foundation have chosen to support fundraising activities that will include, but not be limited to:

1. Year-End Campaign: A fundraising solicitation will be sent to members of the Liberty community, including current families, grandparents, families of Liberty graduates, Liberty alumni, and other friends of Liberty Common School. The solicitation content will be generated by the Director of Fundraising in collaboration with the Development Committee, LCS BOD, and Headmaster. The campaign is to be launched in the second half of November and will utilize channels such as traditional mail, email, social media, and crowdfunding-style giving days.
2. Fundraising Events: Events may be hosted throughout the year as determined by the Director of Fundraising, Development Committee, and the BOD. Examples may include a spring gala-type event, 5k, golf tournament, auction-based event, raffles, etc.
3. Capital Campaigns: Large-scale capital campaigns may be implemented as needed for building/grounds construction and renovation projects.
4. Affiliate Sources: Revenue generating partnerships with organizations such as Amazon Smile, King Soopers Rewards Cards, Morning Fresh Dairy milk bottle caps, Box Tops, etc. may be promoted.
5. Employer Matching Programs: Members of the Liberty community may participate in their employer's charitable gift matching program, if available.
6. Giving-Day Events: Efforts such as an alumni class challenge as well as participation in Colorado Gives Day or #givingtuesday may be implemented as needed.
7. Crowdfunding Campaigns: Student clubs, athletic teams, and academic teams may launch a small-scale crowdfunding-style fundraising effort. Some crowdfunding efforts may be promoted school-wide as appropriate, though most will target a smaller pool of donors utilizing email and social media as the primary communication channels. Groups who implement crowdfunding campaigns may pursue sponsorships from interested businesses in the community. Campaigns will be reviewed and approved by the Director of Fundraising in collaboration with other school administrators and the Development Committee as needed. All funds generated will be made available to address the needs of the club, team, or group as solicited.

Additional Fundraising Activities: All new fundraising ideas must be submitted for review and approval. Review should initiate with the Director of Fundraising and involve the Development Committee, and administration as appropriate. The Development Committee may present new fundraising requests to the BOD for approval as needed and appropriate. All representatives of the Liberty community must follow this process prior to any and all solicitations of individuals or businesses.

Sponsorships: Sponsorship donations may be solicited. A qualified sponsorship payment is a payment made by a person/organization engaged in a trade or business for which the person/organization will receive no other substantial benefit other than the use or acknowledgement of the business name, logo, or product lines in connection with the organization's activities. Examples of placement include athletic programs, school sports

facilities, event programs, and electronic signage. Qualified sponsorship payments may be considered gifts.

Restrictions on Fundraising Activities:

1. LCS will not support fundraisers connected with businesses in which the member or agent of the business has potential for personal gain through the relationship.
2. Student fundraisers will be limited in number, will avoid door-to-door, telephone, and supermarket-type solicitations, and will complete the approval process prior to commencing. Fundraising for student groups will be primarily through a crowdfunding model.
3. LCS will not support fundraisers to support school-approved trips (including, but not limited to local field trips or domestic/foreign tours).
4. Funds generated from fundraising activities may not be used for personal gain or to supplement the compensation of any LCS employee or coach.

Designation of Funds Raised: The BOD, in collaboration with the FAC, Development Committee, and LCS administration, will determine the designation for all fundraising monies on an annual basis (with the exception of Crowdfunding). They will then request the funds from the CKCSF Board of Directors. Once approved by the CKCSF Board of Directors, the funds will be transferred directly to Liberty Common School accounts. Generally, funds will be directed to areas of strategic importance and/or greatest need and should directly benefit the students and/or school community.

The Liberty Common School (LCS) Athletic Booster Club, is a parent-run, volunteer group helping Junior High and High School Athletic Teams by raising funds to supplement the athletic budget.

The LCS Athletic Booster Club operates in cooperation with LCS and the Core Knowledge Charter School Foundation (CKCSF) and follows the regulations and requirements of the Colorado High School Activities Association (CHSAA) Revenue is generated through ticket sales, sponsorship opportunities, camp fees, crowdfunding, and other fundraising events. All funds are earmarked for specific teams. Teams, through the coaches, use the funds in a wide variety of ways: uniforms, equipment, team-building, coaching clinics, end of season parties and gifts, away game meals, camps, team activities, gear, etc. The Booster Club cannot supplement coaching salaries.

Adopted: 03-23-2000
Amended: 05-21-2005
Amended: 12-03-2011
Amended: 11-16-2017
Amended: 3-26-2020

9.5. The Financial Condition Policy

With respect to operating the School in a sound and prudent fiscal manner, the Headmaster may not jeopardize the financial condition of the School. Accordingly, the Headmaster may not:

1. Cause the School to incur indebtedness other than trade payables incurred in the ordinary course of doing business and short-term equipment leases.

2. Use funds from grants to the School for any purpose other than the uses stated in the application approved by the granting entity, even on a short-term or temporary basis.

3. Use restricted contributions for any purpose other than that required by the contribution.

4. Settle payroll and debts in other than a timely manner.

5. Allow expenditures to deviate materially from BOD-stated priorities.

6. Create new job positions at the school without BOD approval, or complete a salary plan for staff that exceeds BOD guidelines for the overall annual payroll increase.

The annual audited fund balance shall include amounts sufficient to maintain any required reserves as may be necessary to comply with Colorado State Statutes. These reserves include a set aside of:

- 3% of local source, state source, and per pupil revenue to satisfy the requirements of the Tabor Act.
- An additional 8% of budgeted operating expenses as required by the bonding authority.

The Headmaster may not allow the funds in the general fund reserves to be less than $500,000,
45 days of cash on hand per bond issuance documents, without approval of the Board of Directors.

Adopted: 02-25-1999
Amended: 12-16-2004
Amended: 3-26-2020

I. Student Funds

Student activity funds must be deposited in specific accounts or investments authorized by law. Funds must be expended in accordance with Liberty Common School financial procedures for the purposes authorized by the student organizations. Student activity funds are subject to annual audit as part of the school's annual audit. The board will establish supervision of all funds raised by any student group or student organization

using the school's name. The board may also provide for a continuing audit of student funds by school personnel. The Headmaster shall establish procedures for student activity funds.

Adopted: 06-28-2001

9.6. Investment/Cash Management

The Board of Directors (BOD) recognizes the importance of prudent and profitable investment of Liberty Common School (School) monies and its responsibility in overseeing this part of the School's financial program. This policy shall apply to the revenue from investment of all financial assets and all funds of Liberty Common School.

All School funds not currently needed shall be invested by the Director of Finance, or position identified by BOD, as directed by the Financial Advisory Committee (FAC), , under this policy in accordance with state law (including but not limited to the legal references to Colorado Revised Statutes at the end of this policy) and in a manner designed to accomplish the following objectives:

1. Legal Investments - ensure that the funds are deposited and invested in accordance with governing law and the Board's direction as set forth in this policy. The School shall comply with state statute CRS 24-75-601.
2. Safety of Funds – ensure the School does not enter into investment transactions which may expose the School financial assets to undue credit risk, adhering to CRS 24-75-601.1. Generally, funds will be invested in Banks that accept public funds for the purposes of investing them in accordance to state statute CRS 24-75-601 or COLOTRUST, which is a Colorado local government liquid asset trust. The School shall investigate the condition of financial institutions before committing School funds.
3. Liquidity of Funds – ensure adequate funds are kept available to pay the School's financial obligations when due. Before entering into any investment transaction, the cash needs of the School shall be determined and taken into account.
4. Yield - To earn a competitive market rate of return from legally permitted investments on funds available for investment throughout the budget cycle, subject to the School's investment risk constraints and cash flow needs.
5. Reporting – ensure the BOD is kept informed of all investments and yields through regular reports. These reports shall be formatted in a manner that allows the BOD to evaluate the success of its investment practices in light of its stated objectives.

School investments shall be sufficiently diverse to protect against the risk of loss resulting from over-concentration of assets in a specific maturity, issue, class or institution.

School investments shall be sufficiently liquid to allow continuity of the School's fiscal operations without the need for loans when unexpected expenses or other exigent circumstances arise. To assist in this regard, the Director of Finance shall cause the

School to maintain up-to-date cash-flow projections that provide guidance as to when cash flow needs to be supplemented with maturing investments.

In order to effectively use the School's cash resources, all moneys (unless otherwise restricted by law) may be pooled into one investment account and accounted for separately. The investment income derived from such a pooled account shall be distributed to various School funds and accounts in accordance with governing law as determined by the Director of Finance and/or directed by the FAC and approved by the BOD.

Transaction Authorization and Custodial Responsibility

Authorization Thresholds. Investments considered as part of the Operating Fund, Restricted Fund or Endowment Fund are managed directly by the Director of Finance. Any investment transactions under consideration that may represent a departure from current investments, as previously reviewed by the FAC, must be recommended by the FAC and approved by the BOD. The Director of Finance will have authority to roll over any existing securities within the Operating and Restricted Funds assuming reasonable market conditions. In these types of security transactions, no authorization thresholds apply. New money received to the school in the amount of $100,000 or greater, which may represent a short-term or long-term investment opportunity, will require the Director of Finance to seek advice from the FAC as to the most suitable investment instrument to utilize.

No School employee shall make any investment decision or conduct any investment transaction on behalf of the School except as authorized under governing law and the terms of this policy. Employees owe a fiduciary duty to the School in connection with such investment decisions and transactions as provided by Colorado law, which includes exercising the judgment and care under the circumstances then prevailing that persons of prudence, discretion and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital.

A professional investment manager or advisor may be recommended for engagement by the FAC with final approval from the BOD. The professional manager is to be aware of and follow all the provisions of this policy unless specifically exempted by written notification from the BOD. All compensation rates and terms will be set by the FAC and approved by the BOD, at the time of engagement. Investment managers and advisors shall be subject to periodic, at least annual, performance reviews by the FAC using performance measurements mutually agreed upon.

The School's investments shall be accounted for in accordance with generally accepted accounting principles ("GAAP") and the accounting standards promulgated by the Governmental Accounting Standards Board ("GASB"), and shall be included in the annual audit of the School's financial statements conducted by an outside auditor. In addition, the Director of Finance shall cause monthly performance reports or statements

of the School's investments, including a summary of earnings and rate of return for each investment in the current month and for the term of each investment to date, to be prepared. The BOD shall be kept informed of the School's investments, earnings and rates of return on no less than a quarterly basis in a form reasonably acceptable to the BOD.

It is expected that the provisions of this policy will be reviewed annually by the FAC to insure timeliness and relevance to current investment goals and environmental conditions.

LEGAL REFS: C.R.S. 11-10.5-101 et seq. (Public Deposit Protection Act), C.R.S. 11-60-101 et seq. (Financial Institutions, US Agency Obligations), C.R.S. 15-1-304 (Fiduciary Standard for Investments), C.R.S. 24-75-601 et seq. (State Funds, Legal Investments)

Adopted by Board: 11/20/2003
Revised: 3/26/2020

Resources and references used:

Colorado Department of Education Financial Policies and Procedures Handbook Fiscal Year 2016-17 Edition

Poudre School District Fiscal Management: DFA/DFAA – Revenues from Investments/use of Surplus Funds

10. FACILITIES

10.1 Building Use

It is the Board's policy to make the school's facilities available to other school and community groups when not in use for school activities. Permitting or denying the use of school facilities does not constitute Board or school endorsement or disapproval of any organization, the beliefs of an organization or group, the expression of any opinion regarding the nomination, retention, election or defeat of any candidate, or expression of any opinion as to the passage or defeat of any issue.

The board reserves the right, and delegates to the Headmaster the authority, to grant, deny, and cancel approval of school facilities for non-school-sponsored activities when the Headmaster deems such action is in the best interest of the school.

The Headmaster has the authority to determine terms between the school and the visiting group, if any, on a case-by-case basis. Such terms may include but are not limited to rooms and facilities included and/or excluded; intended use of facilities, use of equipment such as tables, chairs, microphones, projectors, and athletic equipment; fees and terms of payment; and set-up, tear-down, and cleaning responsibilities. The Headmaster will only engage with outside groups under terms which are in the best interest of the school.

Adopted: 06-28-2001
Updated: 03-26-2020

10.2 The Building Corporation

The LCS Building Corporation is a Colorado non-profit organization which exists to own the buildings used by Liberty Common School. The LCS Building Corporation is managed by a Board of Directors independent of the LCS Board of Directors. The LCS Building Corporation board may not have members that would result in common control when compared to the LCS Board of Directors. LCS Building Corporation Colorado Secretary of State identification number is 19981137071.

Adopted: 12-17-2020

10.3 Non-School Use of Facilities

The purpose of this policy is to define the expectations and procedures for the accepted use of the school facility by clubs or associations that are a part of the greater Liberty School community and by other outside groups who provide healthy activities for children. Interested parties may apply for consideration and will follow a process for qualification.

To Qualify:

- Non-school entities seeking contracted use of the school's facilities must furnish Proof of Liability Insurance; and Liberty Common School must be identified as a named insured. Insurance coverage limits are negotiable and depend on the scheduled activity. Coverage must name Liberty Common School as an indemnitee and fully protect the school from all claims associated with a non-school entity's facilities usage.
- Users of facilities will respect the school's property at all times.
- Reserved spaces are used for intended purposes and for appropriate activities.
- Must prepay for rental use, if any, and accept all terms of the application/agreement.

The Process:

- Request and complete a Non-School Use of Facilities Rental /Application-Agreement Form and submit to the Business Office for processing. Allow two weeks for determination and approval.
- Upon approval, submit proof of insurance and prepayment.
- The Headmaster will direct the appropriate school official to contact the group's representative to confirm scheduled dates, and times for use.
- A designated person for the group will communicate with the Headmaster or his/her designee in order to finalize arrangements.

Fee Structure:

- Gymnasium/Stage/Great Hall/Multipurpose Auditorium - $50 per hour plus $20 per hour for custodial/supervisor labor.
- Classroom - $20 per hour plus $20 per hour for custodial/supervisor labor.
- Sports fields - $25 per hour plus $10 per hour for custodial/supervisor labor.
- At the Headmaster's discretion, fees may be waived, or increased for extraordinary circumstances, and when in the best interest of the school.

Adopted: 09-XX-2002
Updated: 03-26-2020

11. ATHLETICS AND EXTRACURRICULAR ACTIVITIES

11.1. Liberty Common High School athletes are governed and will adhere to the Colorado High Schools Activities Association bylaws. For complete version of CHSAA Constitution and Bylaws 2011-12 visit:
http://www.chsaa.org/about/pdf/Handbook_2011.pdf

11.2. Liberty Common School Athletics Eligibility Policy

Participation in athletics at Liberty is both a privilege and a responsibility. As members of a Liberty Common athletic team, student-athletes are expected to make a personal commitment to represent Liberty in an exemplary fashion and to follow rules of training and conduct necessary to maintain strong, healthy minds and bodies. Because student-athletes are in a highly visible position requiring leadership and responsibility, they will be held to a higher accountability of conduct and behavior than students who choose not to participate in interscholastic athletics.

The following rules apply to all students participating in interscholastic athletic activities. These rules apply for each sport season students choose to participate in throughout the school year. This policy only needs to be filled out once for the year. **All eligibility decisions are at the discretion of the administration.**

The Athletic Director will check grades at the beginning of each week and report failing grades to the coaches and teachers. This eligibility applies to the entire week. Students that have one D or F will be put on the "Planner Plan" for two weeks where they will need to get their planner signed by the teacher in the failing class. The student-athlete will then need to show this signed planner (calendar, personnel planner, etc.) to the coach in order to practice and participate in the games. The student-athlete will **not** be able to practice or play in a game without the planner signed by the teacher. If progress is not demonstrated after 2 weeks, athletes will be dismissed from the team until their grade is raised.

If a student has two failing grades (D or F), they are immediately placed on probation for two weeks where they are not eligible to practice or play in sports until one of the two failing grades is raised. Students are also to be away from the practices and contests and studying until they raised their grades. **Athletes should use this time to study and raise failing grades.** If one grade is raised then the student-athlete is placed on the planner plan and will be able to practice and play games.

Failure to raise failing grades will result in dismissal from the team for the rest of the season. Missing assignments can contribute to failing grades so student-athletes need to have all work completed and turned in on a timely fashion. If you have any questions regarding the eligibility process, please advise the athletic director.

If a student has two failing grades (D or F) at the conclusion of a semester, that student is ineligible for the following semester's activities. Students can regain eligibility by having no more than one failing grade by the 6th Thursday following Labor Day in the fall semester, and by the Friday preceding March 10th in the Spring semester.

Adopted: 12-03-2011

12. SCHOOL COMMUNITY RELATIONS

12.1. Official Spokespersons

The Headmaster is the official spokesperson for the school. The Board of Directors President is the official spokesperson for matters pertaining exclusively to the Board's authority.

All media inquiries, inquiries from governing bodies, and inquiries of a legal nature shall be directed to the Headmaster. The Headmaster is solely responsible for responding to such inquiries, and may either respond personally, or delegate this authority as deemed appropriate and prudent to the case at hand.

Adopted: 09-05-2002
Amended: 12-03-2011
Updated: 03-26-2020

Revision History

Date	Policy Num	Description	Org	App
02/22/2023	Mult	Multiple additions of missing policies have been added. See spreadsheet PolicyChangeHistory_2016-2023.xlsx for details.	PCA	
04/19/2023	2.16	Updated the Academic Advisory Committee policy 2.16 adopted by the board on March 22, 2023.	PCA	

E-Filed

Colorado Secretary of State
Date and Time: 04/01/2022 03:17 PM
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Document number: 20221347699
Amount Paid: $100.00

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Statement of Conversion

filed pursuant to § 7-90-201.7 (3) of the Colorado Revised Statutes (C.R.S.)

1. For the converting entity, its ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and principal address are

ID number _____
(Colorado Secretary of State ID number)

Entity name or true name: Liberty Common School

Form of entity: Unincorporated Nonprofit Association

Jurisdiction: Colorado

Street address: 2745 Minnesota Drive
(Street number and name)

Fort Collins (*City*) CO (*State*) 80525 (*ZIP/Postal Code*)
_____ (*Province – if applicable*) United States (*Country*)

Mailing address
(leave blank if same as street address) _____
(Street number and name or Post Office Box information)

_____ (*City*) _____ (*State*) _____ (*ZIP/Postal Code*)
_____ (*Province – if applicable*) _____ (*Country*).

2. The entity name of the resulting entity is Liberty Common School.
(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

3. The converting entity has been converted into the resulting entity pursuant to section 7-90-201.7, C.R.S.

4. *(If applicable, adopt the following statement by marking the box and include an attachment.)*
☒ This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
The delayed effective date and, if applicable, time of this document are _____.
(mm/dd/yyyy hour:minute am/pm)

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Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is

such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

Barry (*Last*) Arrington (*First*) _____ (*Middle*) _____ (*Suffix*)

3801 E Florida Ave
(Street number and name or Post Office Box information)

Suite 830

Denver (*City*) CO (*State*) 80210 (*ZIP/Postal Code*)

_____ (*Province – if applicable*) United States (*Country*).

(If applicable, adopt the following statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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Document number: 20221347699
Amount Paid: $100.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation

filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Liberty Common School.

*(**Caution:** The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the nonprofit corporation's initial principal office is

Street address
2745 Minnesota Drive
(Street number and name)

Fort Collins | CO | 80525
(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | United States *(Country)*

Mailing address
(**leave blank** if same as street address)

(Street number and name or Post Office Box information)

(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | *(Country)*.

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name
(if an individual)
Hanawalt | Beverly
(Last) | *(First)* | *(Middle)* | *(Suffix)*

OR

(if an entity)

*(**Caution:** Do not provide both an individual and an entity name.)*

Street address
2745 Minnesota Drive
(Street number and name)

Fort Collins | CO | 80525
(City) | *(State)* | *(ZIP Code)*

Mailing address
(**leave blank** if same as street address) _____
(Street number and name or Post Office Box information)

_____

_____ CO _____.
(City) *(State)* *(ZIP Code)*

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Arrington Barry _____ _____
(Last) *(First)* *(Middle)* *(Suffix)*

OR

(if an entity) _____

*(**Caution:** Do not provide both an individual and an entity name.)*

Mailing address 3801 E Florida Ave
(Street number and name or Post Office Box information)
Suite 830

Denver CO 80210
(City) *(State)* *(ZIP/Postal Code)*

_____ United States.
(Province – if applicable) *(Country)*

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. *(If the following statement applies, adopt the statement by marking the box.)*

☐ The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

See attached.

7. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☒ This document contains additional information as provided by law.

8. ***(Caution:*** *Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

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ARTICLE I

This corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the Code).

The corporation is organized in accordance with the laws of the State of Colorado and, specifically, the Colorado Revised Nonprofit Corporation Act. The corporation is organized and shall be operated exclusively for charitable or educational purposes. No part of the net earnings of the corporation shall inure to the benefit of any private shareholder or individual, and no substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided in subsection 501(h) of the Code), and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office or in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c) (3) of the Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Code.

ARTICLE II

The period of duration of the corporation shall be perpetual.

ARTICLE III

The corporation shall be a non-member corporation.

ARTICLE IV

The corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon nonprofit corporations organized under the laws of Colorado, except as expressly provided in these Articles. In addition, the corporation may do everything necessary, suitable or proper to the accomplishment of any of its corporate purposes. The corporation may conduct part or all of its business in any other part of Colorado, of the United States or the world and may hold, purchase, lease and convey real and personal property in any of such places.

ARTICLE V

A. All income of the corporation for each taxable year (for federal income tax purposes) shall be distributed at such time and in such manner so as not to subject the corporation to federal tax under Section 4942 of the Code.

B. The corporation shall not (i) engage in any self-dealing (as defined in Section 4941(d) of the Code); (ii) return any excess business holdings (as defined in Section 4943(c) of the Code); (iii) make any investments in such manner as to subject the corporation to tax under Section 4944 of the Code; or (iv) make any taxable expenditures (as defined in Section 4945(d) of the Code).

ARTICLE VI

A. The business and affairs of the corporation shall be managed by a board of directors which shall be elected as provided in the bylaws.

B. The Corporation shall have the number of directors stated in the Bylaws.

C. The number of directors may be increased or decreased (but not to less than one) from time to time in accordance with law and with the bylaws of the corporation, but no decrease shall have the effect of shortening the term of an incumbent director.

ARTICLE VII

No contract or other transaction between the corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable solely because such directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or solely because their votes are counted for such purpose, if: (a) the fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (b) the contract or transaction is fair and reasonable to the

corporation. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

ARTICLE VIII

No director of the corporation shall be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director, except as otherwise provided by the Colorado Revised Nonprofit Corporation Act, as amended.

ARTICLE IX

A. The corporation shall indemnify, to the extent permitted by law, any person who is or was a director, officer, agent, fiduciary, or employee of the corporation against any claim, liability or expenses arising against or incurred by such person as a result of actions reasonably taken by him at the direction of the corporation. The corporation shall further have the authority to the full extent permitted by law to indemnify its directors, officers, agents, fiduciaries and employees against any claim, liability or expense arising against or incurred by them in all other circumstances and to maintain insurance providing such indemnification.

B. In no case, however, shall the corporation indemnify or reimburse any person for any federal excise taxes imposed on such individual under Chapter 42 of the Code. Further, if at any time or times the corporation is a private foundation within the meaning of Section 509 of the Code, then during such time or times, no payment shall be made under this Article X if such payment would constitute any act of self-dealing (as defined in Section 4941(d) of the Code) or a taxable expenditure (as defined in Section 4945(d) of the Code).

ARTICLE X

A. The corporation may be dissolved by a two-thirds (2/3) vote of the directors of the corporation.

B. Upon dissolution of this corporation, and after discharge of existing liabilities, its

assets shall be distributed to the school's charter authorizer or, if no such distribution is

possible, for one or more exempt purposes within the meaning of section 501(c)(3) of the Code (or the corresponding section of any future tax code), or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the corporation is then located exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XI

The articles of incorporation may be altered, amended, or repealed with the approval of a majority vote of the directors for the corporation in office.

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filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Liberty Common School.

*(**Caution:** The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the nonprofit corporation's initial principal office is

Street address
2745 Minnesota Drive
(Street number and name)

Fort Collins | CO | 80525
(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | United States *(Country)*

Mailing address
(**leave blank** if same as street address)

(Street number and name or Post Office Box information)

(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | *(Country)*

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name
(if an individual)
Wrona | Richard | | | *(Last)* | *(First)* | *(Middle)* | *(Suffix)*

OR

(if an entity)

*(**Caution:** Do not provide both an individual and an entity name.)*

Street address
2745 Minnesota Drive
(Street number and name)

Fort Collins | CO | 80525
(City) | *(State)* | *(ZIP Code)*

Mailing address
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_____

_____ CO _____.
(City) *(State)* *(ZIP Code)*

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Arrington Barry _____ _____
(Last) *(First)* *(Middle)* *(Suffix)*

OR

(if an entity) _____

*(**Caution:** Do not provide both an individual and an entity name.)*

Mailing address 3801 E Florida Ave
(Street number and name or Post Office Box information)
Suite 830

Denver CO 80210
(City) *(State)* *(ZIP/Postal Code)*

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5. *(If the following statement applies, adopt the statement by marking the box.)*

☐ The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

See attached

7. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

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ARTICLE I

This corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the Code).

The corporation is organized in accordance with the laws of the State of Colorado and, specifically, the Colorado Revised Nonprofit Corporation Act. The corporation is organized and shall be operated exclusively for charitable or educational purposes. No part of the net earnings of the corporation shall inure to the benefit of any private shareholder or individual, and no substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided in subsection 501(h) of the Code), and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office or in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c) (3) of the Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Code.

ARTICLE II

The period of duration of the corporation shall be perpetual.

ARTICLE III

The corporation shall be a non-member corporation.

ARTICLE IV

The corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon nonprofit corporations organized under the laws of Colorado, except as expressly provided in these Articles. In addition, the corporation may do everything necessary, suitable or proper to the accomplishment of any of its corporate purposes. The corporation may conduct part or all of its business in any other part of Colorado, of the United States or the world and may hold, purchase, lease and convey real and personal property in any of such places.

ARTICLE V

A. All income of the corporation for each taxable year (for federal income tax purposes) shall be distributed at such time and in such manner so as not to subject the corporation to federal tax under Section 4942 of the Code.

B. The corporation shall not (i) engage in any self-dealing (as defined in Section 4941(d) of the Code); (ii) return any excess business holdings (as defined in Section 4943(c) of the Code); (iii) make any investments in such manner as to subject the corporation to tax under Section 4944 of the Code; or (iv) make any taxable expenditures (as defined in Section 4945(d) of the Code).

ARTICLE VI

A. The business and affairs of the corporation shall be managed by a board of directors which shall be elected as provided in the bylaws.

B. The Corporation shall have the number of directors stated in the Bylaws.

C. The number of directors may be increased or decreased (but not to less than one) from time to time in accordance with law and with the bylaws of the corporation, but no decrease shall have the effect of shortening the term of an incumbent director.

ARTICLE VII

No contract or other transaction between the corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable solely because such directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or solely because their votes are counted for such purpose, if: (a) the fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (b) the contract or transaction is fair and reasonable to the

corporation. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

ARTICLE VIII

No director of the corporation shall be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director, except as otherwise provided by the Colorado Revised Nonprofit Corporation Act, as amended.

ARTICLE IX

A. The corporation shall indemnify, to the extent permitted by law, any person who is or was a director, officer, agent, fiduciary, or employee of the corporation against any claim, liability or expenses arising against or incurred by such person as a result of actions reasonably taken by him at the direction of the corporation. The corporation shall further have the authority to the full extent permitted by law to indemnify its directors, officers, agents, fiduciaries and employees against any claim, liability or expense arising against or incurred by them in all other circumstances and to maintain insurance providing such indemnification.

B. In no case, however, shall the corporation indemnify or reimburse any person for any federal excise taxes imposed on such individual under Chapter 42 of the Code. Further, if at any time or times the corporation is a private foundation within the meaning of Section 509 of the Code, then during such time or times, no payment shall be made under this Article X if such payment would constitute any act of self-dealing (as defined in Section 4941(d) of the Code) or a taxable expenditure (as defined in Section 4945(d) of the Code).

ARTICLE X

A. The corporation may be dissolved by a two-thirds (2/3) vote of the directors of the corporation.

B. Upon dissolution of this corporation, and after discharge of existing liabilities, its assets shall be distributed to the school's charter authorizer or, if no such distribution is

possible, for one or more exempt purposes within the meaning of section 501(c)(3) of the Code (or the corresponding section of any future tax code), or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the corporation is then located exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XI

The articles of incorporation may be altered, amended, or repealed with the approval of a majority vote of the directors for the corporation in office.

Appendix D

Academic Documentation

- **2019 School Performance Framework**
- **2022 School Performance Framework**
- **2023 K-12 Standardized-Test Data**
- **High-School Profile**

COLORADO
Department of Education

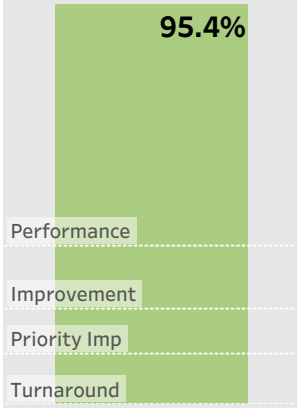
Final 2019 School Performance Framework

5120: Liberty Common Charter School | 1550: Poudre R-1 Levels: EMH - (1-Year)

Plan Type	Official Rating based on 1-Year SPF Report
Performance Plan: Meets 95% Participation	**95.4/100**

John Irwin Award

The official plan type is based on either the 1-year or multi-year framework as indicated in the right hand corner of the black title bar above. Schools are assigned a plan type based on the overall percent of points earned on the official framework. The overall percent of framework points represents the percentage of points earned across all performance indicators. The official percent of points earned is matched to the scoring guide to determine the plan type. Failing to meet the accountability participation rate of 95% on two or more assessments will reduce the overall plan type by one level. Refer to the scoring guide at the end of ..



School plan types are based on the total percentage of points earned:

Performance Plan:
53.0% - 100.0%

Improvement Plan:
42.0% - 52.9%

Priority Improvement Plan:
34.0% - 41.9%

Accredited with Turnaround Plan:
0.0% - 33.9%

Insufficient Data: No reportable achievement and growth data.

Indicator Rating Totals

Performance Indicator	% Pts Earned	Weighted Pts Earne..	Rating
Academic Achievement	100.0%	30.0/30	Exceeds
Academic Growth	88.5%	35.4/40	Exceeds
Postsecondary & Workforce Readiness	100.0%	30.0/30	Exceeds

Assurances

	Rating
Accountability Participation Rate	Meets 95%

Test Participation Rates**

Subject	Total Records	Valid Scores	Participation Rate	Parent Excuses	Accountability Participation ..	Rating
English Language Arts	791	773	97.7%	18	100.0%	Meets 95%
Math	791	776	98.1%	15	100.0%	Meets 95%
Science	256	204	79.7%	52	100.0%	Meets 95%

Summary of Ratings by EMH Level

EMH Level	Performance Indicator	% Pts Earn..	Weighted Pts Earned/..	Rating	% Pts by..	Rating
Elementary	Academic Achievement	100.0%	40.0/40	Exceeds	85.0%	Performance
	Academic Growth	75.0%	45.0/60	Meets		
Middle	Academic Achievement	100.0%	40.0/40	Exceeds	93.3%	Performance
	Academic Growth	88.9%	53.3/60	Exceeds		
High	Academic Achievement	100.0%	30.0/30	Exceeds	100.0%	Performance
	Academic Growth	100.0%	40.0/40	Exceeds		
	Postsecondary & Workforce ..	100.0%	30.0/30	Exceeds		

(*) Not Applicable; (-) No Reportable Data | For additional information, refer to the scoring guide on the last page of this report.
(**) Participation ratings are based on the Accountability Participation Rate, which excludes Parent Excusals from the denominator and counts English Learners in their first year in the United States who were eligible to take the ELP assessment as participants regardless of whether they tested.
(^) Schools with an Insufficient State Data plan type will maintain performance watch status from the prior year.
(^^) ESSA Identification. For more information: http://www.cde.state.co.us/fedprograms/essa_csi_tsi

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Final 2019 School Performance Framework

5120: Liberty Common Charter School | 1550: Poudre R-1 Elementary - (1-Year)

ACADEMIC ACHIEVEMENT

Subject	Student Group	Count	Participation Rate	Mean Scale Score	Percentile Rank	Pts Earned/ Eligible	Rating
CMAS - English Language Arts	All Students	259	99.6%	773.6	98	8/8	Exceeds
	Previously Identified for READ Plan	n < 16	-	-	-	0/0	-
	English Learners	n < 16	-	-	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0/0	-
	Minority Students	20	100.0%	774.5	98	1/1	Exceeds
	Students with Disabilities	n < 16	-	-	-	0/0	-
CMAS - Math	All Students	259	99.6%	765.0	98	8/8	Exceeds
	English Learners	n < 16	-	-	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0/0	-
	Minority Students	20	100.0%	771.6	99	1/1	Exceeds
	Students with Disabilities	n < 16	-	-	-	0/0	-
CMAS - Science	All Students	87	100.0%	667.6	90	8/8	Exceeds
	English Learners	n < 16	-	-	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0/0	-
	Minority Students	n < 16	-	-	-	0/0	-
	Students with Disabilities	n < 16	-	-	-	0/0	-
TOTAL		*	*	*	*	26/26	Exceeds

ACADEMIC GROWTH

Subject	Student Group	Count	Median Growth Percentile/Rate	Pts Earned/ Eligible	Rating
CMAS - English Language Arts	All Students	170	59.5	6/8	Meets
	English Learners	n < 20	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 20	-	0/0	-
	Minority Students	n < 20	-	0/0	-
	Students with Disabilities	n < 20	-	0/0	-
CMAS - Math	All Students	168	55.5	6/8	Meets
	English Learners	n < 20	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 20	-	0/0	-
	Minority Students	n < 20	-	0/0	-
	Students with Disabilities	n < 20	-	0/0	-
ELP	English Language Proficiency (ELP)	n < 20	-	0/0	-
	On Track to Proficiency	n < 20	-	0/0	-
TOTAL		*	*	12/16	Meets

This page displays the performance indicator data for the elementary school level. For the 1-Year report, calculations are based on state assessment results from 2018-19. Multi-Year reports include results for years 2016-17 through 2018-19.

Academic Achievement: mean scale scores represent outcomes for designated subjects and student groups; participation rates included on this page count parent excusals as non-participants.

Academic Growth: median student growth percentiles and percentages of students on track to meet targets represent outcomes for designated subjects and student groups. The On-Track to EL proficiency metric is included for points for the first time in 2019.

For additional information regarding Academic Achievement and Academic Growth points, cut-points, and ratings, refer to the scoring guide at the end of this document.

(*) Not Applicable; (-) No Reportable Data

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Final 2019 School Performance Framework

5120: Liberty Common Charter School | 1550: Poudre R-1 Middle School - (1-Year)

ACADEMIC ACHIEVEMENT

Subject	Student Group	Count	Participation Rate	Mean Scale Score	Percentile Rank	Pts Earned/ Eligible	Rating
CMAS - English Language Arts	All Students	240	94.8%	774.5	98	8/8	Exceeds
	English Learners	n < 16	-	-	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0/0	-
	Minority Students	33	97.3%	774.5	98	1/1	Exceeds
	Students with Disabilities	n < 16	-	-	-	0/0	-
CMAS - Math	All Students	243	95.9%	761.6	97	8/8	Exceeds
	English Learners	n < 16	-	-	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0/0	-
	Minority Students	34	100.0%	760.1	97	1/1	Exceeds
	Students with Disabilities	n < 16	-	-	-	0/0	-
CMAS - Science	All Students	79	87.9%	697.4	97	8/8	Exceeds
	English Learners	n < 16	-	-	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0/0	-
	Minority Students	n < 16	-	-	-	0/0	-
	Students with Disabilities	n < 16	-	-	-	0/0	-
TOTAL		*	*	*	*	26/26	Exceeds

ACADEMIC GROWTH

Subject	Student Group	Count	Median Growth Percentile/Rate	Pts Earned/ Eligible	Rating
CMAS - English Language Arts	All Students	228	69.0	8/8	Exceeds
	English Learners	n < 20	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 20	-	0/0	-
	Minority Students	31	66.0	1/1	Exceeds
	Students with Disabilities	n < 20	-	0/0	-
CMAS - Math	All Students	206	62.0	6/8	Meets
	English Learners	n < 20	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 20	-	0/0	-
	Minority Students	28	70.0	1/1	Exceeds
	Students with Disabilities	n < 20	-	0/0	-
ELP	English Language Proficiency (ELP)	n < 20	-	0/0	-
	On Track to Proficiency	n < 20	-	0/0	-
TOTAL		*	*	16/18	Exceeds

This page displays the performance indicator data for the middle school level. For the 1-Year report, calculations are based on state assessment results from 2018-19. Multi-Year reports include results for years 2016-17 through 2018-19.

Academic Achievement: mean scale scores represent outcomes for designated subjects and student groups; participation rates included on this page count parent excusals as non-participants.

Academic Growth: median student growth percentiles and percentages of students on track to meet targets represent outcomes for designated subjects and student groups. The On-Track to EL proficiency metric is included for points for the first time in 2019.

For additional information regarding Academic Achievement and Academic Growth points, cut-points, and ratings, refer to the scoring guide at the end of this document.

(*) Not Applicable; (-) No Reportable Data

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Final 2019 School Performance Framework

5120: Liberty Common Charter School | 1550: Poudre R-1 High School - (1-Year)

ACADEMIC ACHIEVEMENT

Subject	Student Group	Count	Participation Rate	Mean Scale Score	Percentile Rank	Pts Earned/ Eligible	Rating
CO PSAT - Evidence-Based Reading & Writing	All Students	183	98.9%	583.7	99	8/8	Exceeds
	English Learners	n < 16	-	-	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0/0	-
	Minority Students	26	100.0%	563.8	98	1/1	Exceeds
	Students with Disabilities	n < 16	-	-	-	0/0	-
CO PSAT - Math	All Students	183	98.9%	554.7	99	8/8	Exceeds
	English Learners	n < 16	-	-	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0/0	-
	Minority Students	26	100.0%	530.4	96	1/1	Exceeds
	Students with Disabilities	n < 16	-	-	-	0/0	-
CMAS - Science	All Students	35	47.4%	722.5	98	8/8	Exceeds
	English Learners	n < 16	-	-	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0/0	-
	Minority Students	n < 16	-	-	-	0/0	-
	Students with Disabilities	n < 16	-	-	-	0/0	-
TOTAL		*	*	*	*	26/26	Exceeds

ACADEMIC GROWTH

Subject	Student Group	Count	Median Growth Percentile/Rate	Pts Earned/ Eligible	Rating
CO PSAT/SAT - Evidence-Based Reading & Writing	All Students	159	69.0	8/8	Exceeds
	English Learners	n < 20	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 20	-	0/0	-
	Minority Students	22	71.5	1/1	Exceeds
	Students with Disabilities	n < 20	-	0/0	-
CO PSAT/SAT - Math	All Students	226	73.0	8/8	Exceeds
	English Learners	n < 20	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 20	-	0/0	-
	Minority Students	33	72.0	1/1	Exceeds
	Students with Disabilities	n < 20	-	0/0	-
ELP	English Language Proficiency (ELP)	n < 20	-	0/0	-
	On Track to Proficiency	n < 20	-	0/0	-
TOTAL		*	*	18/18	Exceeds

This page displays the performance indicator data for the high school level. For the 1-Year report, calculations are based on state assessment results from 2018-19. Multi-Year reports include results for years 2016-17 through 2018-19.

Academic Achievement: mean scale scores represent outcomes for designated subjects and student groups; participation rates included on this page count parent excusals as non-participants.

Academic Growth: median student growth percentiles and percentages of students on track to meet targets represent outcomes for designated subjects and student groups. The On-Track to EL proficiency metric is included for points for the first time in 2019.

For additional information regarding Academic Achievement and Academic Growth points, cut-points, and ratings, refer to the scoring guide at the end of this document.

(*) Not Applicable; (-) No Reportable Data

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Final 2019 School Performance Framework

5120: Liberty Common Charter School | 1550: Poudre R-1 High School - (1-Year)

POSTSECONDARY AND WORKFORCE READINESS

Subject	Student Group	Count	Best Rate	Rate/Score	Participation Rate	Pts Earned/ Eligible	Rating
CO SAT - Evidence-Based Reading & W..	All Students	77	*	650.3	98.7%	4/4	Exceeds
	English Learners	n < 16	*	-	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	*	-	-	0/0	-
	Minority Students	n < 16	*	-	-	0/0	-
	Students with Disabilities	n < 16	*	-	-	0/0	-
CO SAT - Math	All Students	77	*	664.3	98.7%	4/4	Exceeds
	English Learners	n < 16	*	-	-	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	*	-	-	0/0	-
	Minority Students	n < 16	*	-	-	0/0	-
	Students with Disabilities	n < 16	*	-	-	0/0	-
Dropout	All Students	406	*	0.2%	*	8/8	Exceeds
	English Learners	n < 16	*	-	*	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	*	-	*	0/0	-
	Minority Students	66	*	0.0%	*	2/2	Exceeds
	Students with Disabilities	n < 16	*	-	*	0/0	-
Matriculation	All Students	76	*	84.2%	*	4/4	Exceeds
	2-Year Higher Education Instituti..	*	*	3.9%	*	*	-
	4-Year Higher Education Instituti..	*	*	77.6%	*	*	-
	Career & Technical Education	*	*	2.6%	*	*	-
Graduation	All Students	50	7yr	100.0%	*	8/8	Exceeds
	English Learners	n < 16	-	-	*	0/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	*	0/0	-
	Minority Students	n < 16	-	-	*	0/0	-
	Students with Disabilities	n < 16	-	-	*	0/0	-
TOTAL		*	*	*	*	30/30	Exceeds

REFERENCE TABLE: DISAGGREGATED GRADUATION RATES

Student Group	4-Year ..	5-Year ..	6-Year ..	7-Year ..	Best Rate
All Students	93.3%	100.0%	100.0%	100.0%	7yr
English Learners	-	-	-	-	-
Free/Reduced-Price Lunch Eligible	-	-	-	-	-
Minority Students	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

CO SAT: represent outcomes for designated subjects and student groups; participation rates count parent excusals as non-participants.

Dropout Rates: represent percentages of students enrolled in grades 9-12 at any time during the year who left and did not subsequently enroll in another Colorado school. Calculations for 1-Year report are based on the 2018 End of Year (EOY) data submission. Multi-Year reports include EOY records for years 2016 through 2018.

Matriculation Rates: represent percentages of students who enrolled in a Career & Technical Education (CTE) program or 2- or 4-year institute of higher education in the year following graduation. Students who earned a CTE certificate, college degree, or other industry-recognized credential prior to graduation are also included. Calculations for 1-Year report are based on the 2018 graduation cohort. Multi-Year reports include 2016 through 2018 cohorts.

Graduation Rates: represent percentages of students graduating high school within designated timeframes. Ratings are based on the best of the 4-, 5-, 6-, and 7-year graduation rates. AYGs designate Anticipated Years of Graduation, which are defined as four years after the year that students initially enroll in 9th grade. Calculations for the 1-Year and Multi-Year reports are based on data for students with AYGs between 2015 and 2018.

For additional information about ratings, refer to the scoring guide on the last page of this report. For more information about PWR metrics: http://www.cde.state.co.us/accountability/pwr

(*) Not Applicable; (-) No Reportable Data

Scoring Guide for 2019 District/School Performance Frameworks

Performance Indicator	*Measure/Metric*	*Rating*	*Point Value*		
Academic Achievement & ELP On Track Growth	*The district or school's mean scale score (or percent On Track) was*: see tables below for actual values*		*All Students*	*Each Disaggregated Group*	*ELP On Track Growth*
	• at or above the 85th percentile	Exceeds	8	1.00	2.0
	• at or above the 50th percentile but below the 85th percentile	Meets	6	0.75	1.5
	• at or above the 15th percentile but below the 50th percentile	Approaching	4	0.50	1.0
	• below the 15th percentile	Does Not Meet	2	0.25	0.5
	Students Previously Identified for a READ Plan (bonus point)				
	• CMAS ELA Mean scale score at or above 725 (Approaching Expectations cut-score)		1 bonus point		
Academic Growth	*Median Growth Percentile was:*		*All Students*	*Each Disaggregated Group*	*ELP*
	• at or above 65	Exceeds	8	1.00	2.0
	• at or above 50 but below 65	Meets	6	0.75	1.5
	• at or above 35 but below 50	Approaching	4	0.50	1.0
	• below 35	Does Not Meet	2	0.25	0.5
Postsecondary and Workforce Readiness	*Mean CO SAT Evidence-Based Reading and Writing (EBRW) scale score was**:*		*All Students*	*Each Disaggregated Group*	
	• at or above 554.7	Exceeds	4	1.00	
	• at or above 501.3 but below 554.7	Meets	3	0.75	
	• at or above 458.0 but below 501.3	Approaching	2	0.50	
	• below 458.0	Does Not Meet	1	0.25	
	*Mean CO SAT Math scale score was**:*		*All Students*	*Each Disaggregated Group*	
	• at or above 544.6	Exceeds	4	1.00	
	• at or above 488.0 but below 544.6	Meets	3	0.75	
	• at or above 439.9 but below 488.0	Approaching	2	0.50	
	• below 439.9	Does Not Meet	1	0.25	
	Dropout Rate: The district or school dropout rate was (of all schools in 2017):		*All Students*	*Each Disaggregated Group*	
	• at or below 0.5%	Exceeds	8	2.0	
	• at or below 2.0% but above 0.5%	Meets	6	1.5	
	• at or below 5.0% but above 2.0%	Approaching	4	1.0	
	• above 5.0%	Does Not Meet	2	0.5	
	Matriculation Rate (of all schools in 2018):		*All Students*		
	• at or above the 75.8%	Exceeds	4		
	• at or above 61.1% but below 75.8%	Meets	3		
	• at or above 46.8% but below 61.1%	Approaching	2		
	• below 46.8%	Does Not Meet	1		
	Graduation Rate and Disaggregated Graduation Rate (Best of 4-, 5-, 6-, or 7-year):		*All Students*	*Each Disaggregated Group*	
	• at or above 95.0%	Exceeds	8	2.0	
	• at or above 85.0% but below 95.0%	Meets	6	1.5	
	• at or above 75.0% but below 85.0%	Approaching	4	1.0	
	• below 75.0%	Does Not Meet	2	0.5	

Academic Achievement: Mean Scale Score by Percentile Cut-Points

The Academic Achievement Indicator reflects achievement as measured by the mean scale score on Colorado's standardized assessments. The presented targets for the Achievement Indicators have been established utilizing baseline year data.*

	English Language Arts & EBRW for CO PSAT				Mathematics				Science		
Percentile	**Elem**	**Middle**	**CO PSAT (1-Year)**	**CO PSAT (MultiYear)†**	**Elem**	**Middle**	**CO PSAT (1-Year)**	**CO PSAT (MultiYear)**	**Elem**	**Middle**	**High**
15th percentile	722.3	724.1	423.5	427.5	719.1	716.5	413.0	415.5	531.9	527.7	564.4
50th percentile	739.5	740.1	461.1	463.7	734.3	731.2	448.4	447.4	601.7	591.4	609.2
85th percentile	755.9	757.3	505.0	506.1	751.9	746.2	491.0	491.1	655.9	643.3	651.3

Percent of Students On Track for ELP Growth Targets

	ELP On Track Growth		
Percentile	**Elem**	**Middle**	**High**
15th percentile	63.5%	30.4%	30.4%
50th percentile	72.4%	42.9%	45.2%
85th percentile	82.4%	60.0%	63.0%

Total Possible Points by Performance Indicator

Indicator	Total Possible Points	Elementary/Middle	High/District
Achievement	36 points (8 per subject for all students, 4 per subject by disaggregated group)	40%	30%
Growth	28 total points (8 per subject for all students, 4 per subject by disaggregated group, 2 for ELP growth, 2 for ELP On Track Growth)	60%	40%
Postsecondary Readiness	52 total points (16 for graduation, 4 for matriculation, 16 for dropout, 8 per CO SAT subject)	not applicable	30%

Cut-Points for Each Performance Indicator

	Cut-Point: The district or school earned...of the points eligible.	
Achievement; Growth; Postsecondary Readiness	• at or above 87.5%	Exceeds
	• at or above 62.5% but below 87.5%	Meets
	• at or above 37.5% but below 62.5%	Approaching
	• below 37.5%	Does Not Meet

Cut-Points for Plan/Category Type Assignment

	District	*School*	*Accreditation Category/Plan Type*
Total Framework Points	74.0%	not applicable	Accredited w/Distinction (District only)
	56.0%	53.0%	Accredited (District) or Performance Plan (School)
	44.0%	42.0%	Accredited w/Improvement Plan (District) or Improvement Plan (School)
	34.0%	34.0%	Accredited w/Priority Improvement Plan (District) or Priority Improvement (School)
	25.0%	25.0%	Accredited w/Turnaround Plan(District) or Turnaround Plan (School)

* School data used as baseline: 2016 for CMAS & CoAlt ELA & Math (g3-8), CMAS Science (g5, 8, 11). 2019 for CO PSAT & CoAlt EBRW/ELA & Math (g9-10). 2019 for ELP On Track to Proficiency Growth.

August 13, 2019

** 2019 school data used as baseline for CO SAT & CoAlt EBRW/ELA & Math (g11).

† 2019 Multiyear high school EBRW/ELA & Math cuts based on 2-years of g9 CO PSAT/CoAlt and 3-years of g10 CO PSAT/CoAlt.

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2019 Performance Framework Addendum

5120: Liberty Common Charter School | 1550: Poudre R-1 Elementary - (1-Year)

ACADEMIC ACHIEVEMENT

Subject	Student Group	Count	Participation Rate	Mean Scale Score	Percentile Rank
CMAS - English Language Arts	American Indian or Alaska Native	n < 16	-	-	-
	Asian	n < 16	-	-	-
	Black	n < 16	-	-	-
	Hispanic	n < 16	-	-	-
	White	239	99.6%	773.6	98
	Hawaiian/Pacific Islander	n < 16	-	-	-
	Two or More Races	n < 16	-	-	-
	Male	129	100.0%	768.9	97
	Female	130	99.2%	778.3	99
	Gifted	n < 16	-	-	-
CMAS - Math	American Indian or Alaska Native	n < 16	-	-	-
	Asian	n < 16	-	-	-
	Black	n < 16	-	-	-
	Hispanic	n < 16	-	-	-
	White	239	99.6%	764.5	97
	Hawaiian/Pacific Islander	n < 16	-	-	-
	Two or More Races	n < 16	-	-	-
	Male	129	100.0%	766.4	98
	Female	130	99.2%	763.7	97
	Gifted	n < 16	-	-	-
CMAS - Science	American Indian or Alaska Native	n < 16	-	-	-
	Asian	n < 16	-	-	-
	Black	n < 16	-	-	-
	Hispanic	n < 16	-	-	-
	White	77	100.0%	669.0	90
	Hawaiian/Pacific Islander	n < 16	-	-	-
	Two or More Races	n < 16	-	-	-
	Male	46	100.0%	660.7	87
	Female	41	100.0%	675.4	92
	Gifted	n < 16	-	-	-

ACADEMIC GROWTH

Subject	Student Group	Count	Median Growth Percentile
CMAS - English Language Arts	American Indian or Alaska Native	n < 20	-
	Asian	n < 20	-
	Black	n < 20	-
	Hispanic	n < 20	-
	White	156	59.0
	Hawaiian/Pacific Islander	n < 20	-
	Two or More Races	n < 20	-
	Male	85	53.0
	Female	85	62.0
	Gifted	n < 20	-
CMAS - Math	American Indian or Alaska Native	n < 20	-
	Asian	n < 20	-
	Black	n < 20	-
	Hispanic	n < 20	-
	White	154	56.0
	Hawaiian/Pacific Islander	n < 20	-
	Two or More Races	n < 20	-
	Male	84	52.0
	Female	84	59.0
	Gifted	n < 20	-

Percentile ranks are calculated relative to results for all students. Information about how the results for a specific student group rank against mean scale scores for other students within that same group are available here: http://www.cde.state.co.us/accountability/performanceframeworkresults

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2019 Performance Framework Addendum

5120: Liberty Common Charter School | 1550: Poudre R-1 Middle School - (1-Year)

ACADEMIC ACHIEVEMENT

Subject	Student Group	Count	Participation Rate	Mean Scale Score	Percentile Rank
CMAS - English Language Arts	American Indian or Alaska Native	n < 16	-	-	-
	Asian	n < 16	-	-	-
	Black	n < 16	-	-	-
	Hispanic	n < 16	-	-	-
	White	207	94.3%	774.5	98
	Hawaiian/Pacific Islander	n < 16	-	-	-
	Two or More Races	n < 16	-	-	-
	Male	117	94.6%	773.1	98
	Female	123	94.9%	775.8	98
	Gifted	n < 16	-	-	-
CMAS - Math	American Indian or Alaska Native	n < 16	-	-	-
	Asian	n < 16	-	-	-
	Black	n < 16	-	-	-
	Hispanic	n < 16	-	-	-
	White	209	95.2%	761.9	97
	Hawaiian/Pacific Islander	n < 16	-	-	-
	Two or More Races	n < 16	-	-	-
	Male	119	96.2%	765.4	98
	Female	124	95.6%	758.0	95
	Gifted	n < 16	-	-	-
CMAS - Science	American Indian or Alaska Native	n < 16	-	-	-
	Asian	n < 16	-	-	-
	Black	n < 16	-	-	-
	Hispanic	n < 16	-	-	-
	White	65	89.2%	701.2	98
	Hawaiian/Pacific Islander	n < 16	-	-	-
	Two or More Races	n < 16	-	-	-
	Male	33	82.9%	709.2	99
	Female	46	92.0%	689.0	97
	Gifted	n < 16	-	-	-

ACADEMIC GROWTH

Subject	Student Group	Count	Median Growth Percentile
CMAS - English Language Arts	American Indian or Alaska Native	n < 20	-
	Asian	n < 20	-
	Black	n < 20	-
	Hispanic	n < 20	-
	White	197	70.0
	Hawaiian/Pacific Islander	n < 20	-
	Two or More Races	n < 20	-
	Male	111	71.0
	Female	117	69.0
	Gifted	n < 20	-
CMAS - Math	American Indian or Alaska Native	n < 20	-
	Asian	n < 20	-
	Black	n < 20	-
	Hispanic	n < 20	-
	White	178	61.0
	Hawaiian/Pacific Islander	n < 20	-
	Two or More Races	n < 20	-
	Male	102	63.5
	Female	104	59.0
	Gifted	n < 20	-

Percentile ranks are calculated relative to results for all students. Information about how the results for a specific student group rank against mean scale scores for other students within that same group are available here: http://www.cde.state.co.us/accountability/performanceframeworkresults

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5120: Liberty Common Charter School | 1550: Poudre R-1 High School - (1-Year)

ACADEMIC ACHIEVEMENT

Subject	Student Group	Count	Participation Rate	Mean Scale Score	Percentile Rank
CO PSAT - Evidence-Based Reading & Writing	American Indian or Alaska Native	n < 16	-	-	-
	Asian	n < 16	-	-	-
	Black	n < 16	-	-	-
	Hispanic	n < 16	-	-	-
	White	157	98.7%	586.9	99
	Hawaiian/Pacific Islander	n < 16	-	-	-
	Two or More Races	n < 16	-	-	-
	Male	87	100.0%	578.2	99
	Female	96	98.0%	588.6	99
	Gifted	n < 16	-	-	-
CO PSAT - Math	American Indian or Alaska Native	n < 16	-	-	-
	Asian	n < 16	-	-	-
	Black	n < 16	-	-	-
	Hispanic	n < 16	-	-	-
	White	157	98.7%	558.7	99
	Hawaiian/Pacific Islander	n < 16	-	-	-
	Two or More Races	n < 16	-	-	-
	Male	87	100.0%	558.2	99
	Female	96	98.0%	551.6	99
	Gifted	n < 16	-	-	-
CMAS - Science	American Indian or Alaska Native	n < 16	-	-	-
	Asian	n < 16	-	-	-
	Black	n < 16	-	-	-
	Hispanic	n < 16	-	-	-
	White	29	46.3%	729.6	99
	Hawaiian/Pacific Islander	n < 16	-	-	-
	Two or More Races	n < 16	-	-	-
	Male	20	52.6%	719.6	98
	Female	n < 16	-	-	-
	Gifted	n < 16	-	-	-

ACADEMIC GROWTH

Subject	Student Group	Count	Median Growth Percentile
CO PSAT/SAT - Evidence-Based Reading & Writing	American Indian or Alaska Native	n < 20	-
	Asian	n < 20	-
	Black	n < 20	-
	Hispanic	n < 20	-
	White	137	68.0
	Hawaiian/Pacific Islander	n < 20	-
	Two or More Races	n < 20	-
	Male	73	69.0
	Female	85	69.0
	Gifted	n < 20	-
CO PSAT/SAT - Math	American Indian or Alaska Native	n < 20	-
	Asian	n < 20	-
	Black	n < 20	-
	Hispanic	n < 20	-
	White	193	73.0
	Hawaiian/Pacific Islander	n < 20	-
	Two or More Races	n < 20	-
	Male	107	79.0
	Female	118	70.5
	Gifted	n < 20	-

Percentile ranks are calculated relative to results for all students. Information about how the results for a specific student group rank against mean scale scores for other students within that same group are available here: http://www.cde.state.co.us/accountability/performanceframeworkresults

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2019 Performance Framework Addendum

5120: Liberty Common Charter School | 1550: Poudre R-1 High School - (1-Year)

POSTSECONDARY AND WORKFORCE READINESS

Subject	Student Group	Count	Best Rate	Rate/Score	Participation Rate
CO SAT - Evidence-Based Reading & Writing	American Indian or Alaska Native	n < 16	*	-	-
	Asian	n < 16	*	-	-
	Black	n < 16	*	-	-
	Hispanic	n < 16	*	-	-
	White	66	*	655.6	98.5%
	Hawaiian/Pacific Islander	n < 16	*	-	-
	Two or More Races	n < 16	*	-	-
	Male	36	*	652.5	97.3%
	Female	40	*	646.5	100.0%
	Gifted	n < 16	*	-	-
CO SAT - Math	American Indian or Alaska Native	n < 16	*	-	-
	Asian	n < 16	*	-	-
	Black	n < 16	*	-	-
	Hispanic	n < 16	*	-	-
	White	66	*	663.8	98.5%
	Hawaiian/Pacific Islander	n < 16	*	-	-
	Two or More Races	n < 16	*	-	-
	Male	36	*	690.0	97.3%
	Female	40	*	641.0	100.0%
	Gifted	n < 16	*	-	-
Dropout	American Indian or Alaska Native	n < 16	*	-	*
	Asian	22	*	0.0%	*
	Black	n < 16	*	-	*
	Hispanic	27	*	0.0%	*
	White	340	*	0.3%	*
	Hawaiian/Pacific Islander	n < 16	*	-	*
	Two or More Races	16	*	0.0%	*
	Male	190	*	0.5%	*
	Female	216	*	0.0%	*
	Gifted	n < 16	*	-	*
Graduation	American Indian or Alaska Native	n < 16	-	-	*
	Asian	n < 16	-	-	*
	Black	n < 16	-	-	*
	Hispanic	n < 16	-	-	*
	White	44	7yr	100.0%	*
	Hawaiian/Pacific Islander	n < 16	-	-	*
	Two or More Races	n < 16	-	-	*
	Male	20	7yr	100.0%	*
	Female	30	7yr	100.0%	*
	Gifted	n < 16	-	-	*

REFERENCE TABLE: DISAGGREGATED GRADUATION RATES

Student Group	4-Year (AYG 2018)	5-Year (AYG 2017)	6-Year (AYG 2016)	7-Year (AYG 2015)	Best Rate
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black	-	-	-	-	-
Hispanic	-	-	-	-	-
White	92.2%	100.0%	100.0%	100.0%	7yr
Hawaiian/Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
Male	90.6%	100.0%	100.0%	100.0%	7yr
Female	95.3%	100.0%	100.0%	100.0%	7yr
Gifted	-	-	-	-	-

Percentile ranks for CO SAT resullts are available here: http://www.cde.state.co.us/accountability/performanceframeworkresults

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2022 Final Transitional Performance Framework

5120: Liberty Common Charter School | 1550: Poudre R-1

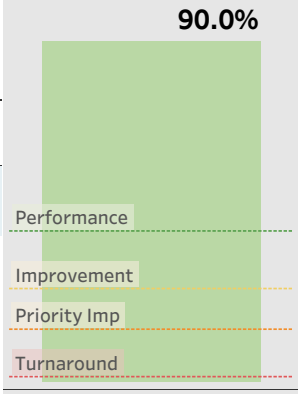
Grade Levels: EMH - (1 Year)

Plan Type	Official Rating based on 1-Year SPF Report
Performance Plan: Meets 95% Participation	90.0/100 Points Earned

John Irwin Award^

See the final page of this report for a discussion of unique contextual factors that may impact the 2022 transitional performance framework results.

The performance framework evaluates district and school performance on Academic Achievement, Academic Growth, and Postsecondary & Workforce Readiness indicators. The percentage of points earned across all indicators determines the final accreditation rating for a district or the final plan type for a school, which is displayed above. The cut points for final ratings established by the State Board of Education are shown at the right of this page. Failure to meet test participation, safety, and finance assurances may result in a rating being lowered by one level. Refer to the scoring guide near the end of this report for more details on how ratings are determined.



School plan types are based on the total percentage of points earned.

Performance Plan:
53.0% - 100%

Improvement Plan:
42.0% - 52.9%

Priority Improvement Plan:
34.0% - 41.9%

Turnaround Plan:
0.0% - 33.9%

Insufficient State Data:
No reportable achievement and growth data.

Indicator Rating Totals

Performance Indicator	Percent of Points Earned	Points Earned/ Eligible	Rating
Academic Achievement	100.0%	30.0/30	Exceeds
Academic Growth	75.0%	30.0/40	Meets
Postsecondary & Workforce Readiness	100.0%	30.0/30	Exceeds

Assurances

	Rating
Accountability Participation Rate	Meets 95%

Test Participation Rates*

Subject	Total Records	Valid Scores	Participation Rate	Parent Excusals	Accountability Participation Rate	Rating
English Language Arts	780	762	97.7%	18	100.0%	Meets 95%
Math	780	758	97.2%	21	99.9%	Meets 95%
Science	250	187	74.8%	47	92.1%	Does Not Meet 95%

Summary of Ratings by EMH Level

EMH Level	Performance Indicator	Percent of Points Earned	Points Earned/ Eligible	Rating	Points by Level	Overall Rating by Level
Elementary	Academic Achievement	100.0%	40.0/40	Exceeds	77.1%	Performance
	Academic Growth	61.8%	37.1/60	Approaching		
Middle	Academic Achievement	100.0%	40.0/40	Exceeds	85.0%	Performance
	Academic Growth	75.0%	45.0/60	Meets		
High	Academic Achievement	100.0%	30.0/30	Exceeds	95.0%	Performance
	Academic Growth	87.5%	35.0/40	Exceeds		
	Postsecondary & Workforce Readiness	100.0%	30.0/30	Exceeds		

(-) No Reportable Data

(*) Under state accountability policy, 95% of students must participate in state assessments. Students who are excused from testing by a parent or guardian do not impact the Accountability Participation Rate that is used to determine whether districts and schools meet this requirement. English Learners in their first year in the United States who were eligible to take the ELP assessment count as participants for ELA and EBRW regardless of testing status.

(^) For 2022, districts and schools retain their performance watch status from 2019.

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2022 Final Transitional Performance Framework

5120: Liberty Common Charter School | 1550: Poudre R-1

Elementary School - (1-Year)

ACADEMIC ACHIEVEMENT

Subject	Student Group	Count	Participation Rate	Mean Scale Score	Percentile Rank	Pts Earned/ Eligible	Rating
CMAS - English Language Arts	All Students	255	98.8%	776.5	99	8.00/8	Exceeds
	Previously Identified for READ Plan	n < 16	-	-	-	0.00/0	-
	English Learners	n < 16	-	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0.00/0	-
	Minority Students	47	100.0%	778.4	99	1.00/1	Exceeds
	Students with Disabilities	n < 16	-	-	-	0.00/0	-
CMAS - Math	All Students	256	99.2%	762.9	96	8.00/8	Exceeds
	English Learners	n < 16	-	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0.00/0	-
	Minority Students	47	100.0%	765.3	98	1.00/1	Exceeds
	Students with Disabilities	n < 16	-	-	-	0.00/0	-
TOTAL	TOTAL	*	*	*	*	18.00/18	Exceeds

ACADEMIC GROWTH

Subject	Student Group	Count	Participation Rate	Median Growth Percentile/Rate	Pts Earned/ Eligible	Rating
CMAS - English Language Arts	All Students	82	96.5%	64.5	6.00/8	Meets
	English Learners	n < 20	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 20	-	-	0.00/0	-
	Minority Students	n < 20	-	-	0.00/0	-
	Students with Disabilities	n < 20	-	-	0.00/0	-
CMAS - Math	All Students	84	97.7%	40.5	4.00/8	Approaching
	English Learners	n < 20	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 20	-	-	0.00/0	-
	Minority Students	20	100.0%	48.5	0.50/1	Approaching
	Students with Disabilities	n < 20	-	-	0.00/0	-
English Language Proficiency	English Language Proficiency	n < 20	-	-	0.00/0	-
	On Track to EL Proficiency	n < 20	-	-	0.00/0	-
TOTAL	TOTAL	*	*	*	10.50/17	Approaching

This page displays the performance indicator data for the elementary school level. Calculations are based on state assessment results from 2021-22.

Academic Achievement: mean scale scores represent outcomes for designated subjects and student groups; participation rates included on this page count parent excusals as non-participants.

Academic Growth: median student growth percentiles and percentages of students on track to meet targets represent outcomes for designated subjects and student groups. Cut-scores for the On-Track to EL proficiency metric were re-normed based on 2022 results, as had been planned prior to the COVID-19 pandemic.

For additional information regarding Academic Achievement and Academic Growth points, cut-points, and ratings, refer to the scoring guide at the end of this document.

(*) Not Applicable; (-) No Reportable Data

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5120: Liberty Common Charter School | 1550: Poudre R-1

Middle School - (1-Year)

ACADEMIC ACHIEVEMENT

Subject	Student Group	Count	Participation Rate	Mean Scale Score	Percentile Rank	Pts Earned/ Eligible	Rating
CMAS - English Language Arts	All Students	247	94.6%	770.0	97	8.00/8	Exceeds
	English Learners	n < 16	-	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0.00/0	-
	Minority Students	29	96.7%	766.6	95	1.00/1	Exceeds
	Students with Disabilities	n < 16	-	-	-	0.00/0	-
CMAS - Math	All Students	242	92.7%	763.4	97	8.00/8	Exceeds
	English Learners	n < 16	-	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0.00/0	-
	Minority Students	29	96.7%	764.3	97	1.00/1	Exceeds
	Students with Disabilities	n < 16	-	-	-	0.00/0	-
TOTAL	TOTAL	*	*	*	*	18.00/18	Exceeds

ACADEMIC GROWTH

Subject	Student Group	Count	Participation Rate	Median Growth Percentile/Rate	Pts Earned/ Eligible	Rating
CMAS - English Language Arts	All Students	156	89.7%	61.0	6.00/8	Meets
	English Learners	n < 20	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 20	-	-	0.00/0	-
	Minority Students	20	90.9%	61.0	0.75/1	Meets
	Students with Disabilities	n < 20	-	-	0.00/0	-
CMAS - Math	All Students	78	89.7%	64.5	6.00/8	Meets
	English Learners	n < 20	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 20	-	-	0.00/0	-
	Minority Students	n < 20	-	-	0.00/0	-
	Students with Disabilities	n < 20	-	-	0.00/0	-
English Language Proficiency	English Language Proficiency	n < 20	-	-	0.00/0	-
	On Track to EL Proficiency	n < 20	-	-	0.00/0	-
TOTAL	TOTAL	*	*	*	12.75/17	Meets

This page displays the performance indicator data for the middle school level. Calculations are based on state assessment results from 2021-22.

Academic Achievement: mean scale scores represent outcomes for designated subjects and student groups; participation rates included on this page count parent excusals as non-participants.

Academic Growth: median student growth percentiles and percentages of students on track to meet targets represent outcomes for designated subjects and student groups. Cut-scores for the On-Track to EL proficiency metric were re-normed based on 2022 results, as had been planned prior to the COVID-19 pandemic.

For additional information regarding Academic Achievement and Academic Growth points, cut-points, and ratings, refer to the scoring guide at the end of this document.

(*) Not Applicable; (-) No Reportable Data

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Department of Education

2022 Final Transitional Performance Framework

5120: Liberty Common Charter School | 1550: Poudre R-1

High School - (1-Year)

ACADEMIC ACHIEVEMENT

Subject	Student Group	Count	Participation Rate	Mean Scale Score	Percentile Rank	Pts Earned/ Eligible	Rating
Colorado PSAT - Evidence Base Reading & Writing	All Students	183	99.5%	577.8	99	8.00/8	Exceeds
	English Learners	n < 16	-	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0.00/0	-
	Minority Students	28	100.0%	589.6	99	1.00/1	Exceeds
	Students with Disabilities	n < 16	-	-	-	0.00/0	-
Colorado PSAT - Math	All Students	183	99.5%	557.9	99	8.00/8	Exceeds
	English Learners	n < 16	-	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	-	0.00/0	-
	Minority Students	28	100.0%	560.4	99	1.00/1	Exceeds
	Students with Disabilities	n < 16	-	-	-	0.00/0	-
TOTAL	TOTAL	*	*	*	*	18.00/18	Exceeds

ACADEMIC GROWTH

Subject	Student Group	Count	Participation Rate	Median Growth Percentile/Rate	Pts Earned/ Eligible	Rating
Colorado PSAT/SAT - Evidence Base Reading & Writing	All Students	153	96.9%	57.0	6.00/8	Meets
	English Learners	n < 20	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 20	-	-	0.00/0	-
	Minority Students	26	96.3%	60.5	0.75/1	Meets
	Students with Disabilities	n < 20	-	-	0.00/0	-
Colorado PSAT/SAT - Math	All Students	238	91.9%	65.0	8.00/8	Exceeds
	English Learners	n < 20	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 20	-	-	0.00/0	-
	Minority Students	38	95.0%	65.5	1.00/1	Exceeds
	Students with Disabilities	n < 20	-	-	0.00/0	-
English Language Proficiency	English Language Proficiency	n < 20	-	-	0.00/0	-
	On Track to EL Proficiency	n < 20	-	-	0.00/0	-
TOTAL	TOTAL	*	*	*	15.75/18	Exceeds

This page displays the performance indicator data for the high school level. Calculations are based on state assessment results from 2021-22.

Academic Achievement: mean scale scores represent outcomes for designated subjects and student groups; participation rates included on this page count parent excusals as non-participants.

Academic Growth: median student growth percentiles and percentages of students on track to meet targets represent outcomes for designated subjects and student groups. Cut-scores for the On-Track to EL proficiency metric were re-normed based on 2022 results, as had been planned prior to the COVID-19 pandemic.

For additional information regarding Academic Achievement and Academic Growth points, cut-points, and ratings, refer to the scoring guide at the end of this document.

(*) Not Applicable; (-) No Reportable Data

COLORADO
Department of Education

2022 Final Transitional Performance Framework

5120: Liberty Common Charter School | 1550: Poudre R-1

High School - (1-Year)

POSTSECONDARY AND WORKFORCE READINESS

Subject	Student Group	Count	Best Rate	Rate/Score	Participation Rate	Pts Earned/ Eligible	Rating
Colorado SAT - Evidence Base Reading & Writing	All Students	75	*	622.9	100.0%	4.00/4	Exceeds
	English Learners	n < 16	*	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	*	-	-	0.00/0	-
	Minority Students	n < 16	*	-	-	0.00/0	-
	Students with Disabilities	n < 16	*	-	-	0.00/0	-
Colorado SAT - Math	All Students	75	*	625.1	100.0%	4.00/4	Exceeds
	English Learners	n < 16	*	-	-	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	*	-	-	0.00/0	-
	Minority Students	n < 16	*	-	-	0.00/0	-
	Students with Disabilities	n < 16	*	-	-	0.00/0	-
Dropout Rate	All Students	389	*	0.3%	*	8.00/8	Exceeds
	English Learners	n < 16	*	-	*	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	*	-	*	0.00/0	-
	Minority Students	67	*	0.0%	*	2.00/2	Exceeds
	Students with Disabilities	n < 16	*	-	*	0.00/0	-
Matriculation Rate	All Students	76	*	76.3%	*	4.00/4	Exceeds
	2-Year Higher Education Institution	*	*	9.2%	*	0.00/0	-
	4-Year Higher Education Institution	*	*	64.5%	*	0.00/0	-
	Career & Technical Education	*	*	3.9%	*	0.00/0	-
	Military Enlistment	*	*	0.0%	*	0.00/0	-
Graduation Rate	All Students	76	5yr	100.0%	*	8.00/8	Exceeds
	English Learners	n < 16	-	-	*	0.00/0	-
	Free/Reduced-Price Lunch Eligible	n < 16	-	-	*	0.00/0	-
	Minority Students	n < 16	-	-	*	0.00/0	-
	Students with Disabilities	n < 16	-	-	*	0.00/0	-
TOTAL	TOTAL	*	*	*	*	30.00/30	Exceeds

REFERENCE TABLE: DISAGGREGATED GRADUATION RATES

Student Group	4-Year Rate	5-Year Rate	6-Year Rate	7-Year Rate	Best Rate
All Students	96.1%	100.0%	98.7%	97.3%	5yr
English Learners	-	-	-	-	-
Free/Reduced-Price Lunch Eligible	-	-	-	-	-
Minority Students	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

CO SAT: represent outcomes for designated subjects and student groups; participation rates count parent excusals as non-participants.

Dropout Rates: represent percentages of students enrolled in grades 7-12 at any time during the year who left and did not subsequently enroll in another Colorado school. Calculations are based on the 2021 End of Year (EOY) data submission.

Matriculation Rates: represent percentages of students who enrolled in a Career & Technical Education (CTE) program or 2- or 4-year institute of higher education in the year following graduation. Students who earned a CTE certificate, college degree, or other industry-recognized credential prior to graduation are also included. Calculations are based on the 2021 graduation cohort.

Graduation Rates: represent percentages of students graduating high school within designated timeframes. Ratings are based on the best of the 4-, 5-, 6-, and 7-year graduation rates. AYGs designate Anticipated Years of Graduation, which are defined as four years after the year that students initially enroll in 9th grade. Calculations are based on data for students with AYGs between 2018 and 2021.

For additional information about ratings, refer to the scoring guide on the last page of this report. For more information about PWR metrics: http://www.cde.state.co.us/accountability/pwr

(*) Not Applicable; (-) No Reportable Data

Scoring Guide for 2022 Transitional District/School Performance Frameworks

Performance Indicator	*Measure/Metric*	*Rating*	*Point Value*		
Academic Achievement & ELP On Track Growth	*The district or school's mean scale score (or percent On Track) was*: see tables below for actual values*		*All Students*	*Each Disaggregated Group*	*ELP On Track Growth*
	• at or above the 85th percentile	Exceeds	8	1.00	2.0
	• at or above the 50th percentile but below the 85th percentile	Meets	6	0.75	1.5
	• at or above the 15th percentile but below the 50th percentile	Approaching	4	0.50	1.0
	• below the 15th percentile	Does Not Meet	2	0.25	0.5
	Students Previously Identified for a READ Plan (bonus point)				
	• CMAS ELA Mean scale score at or above 725 (Approaching Expectations cut-score)		1 bonus point		
Academic Growth	*Median Growth Percentile was:*		*All Students*	*Each Disaggregated Group*	*ELP*
	• at or above 65	Exceeds	8	1.00	2.0
	• at or above 50 but below 65	Meets	6	0.75	1.5
	• at or above 35 but below 50	Approaching	4	0.50	1.0
	• below 35	Does Not Meet	2	0.25	0.5
Postsecondary and Workforce Readiness	*Mean CO SAT Evidence-Based Reading and Writing (EBRW) scale score was**:*		*All Students*	*Each Disaggregated Group*	
	• at or above 554.7	Exceeds	4	1.00	
	• at or above 501.3 but below 554.7	Meets	3	0.75	
	• at or above 458.0 but below 501.3	Approaching	2	0.50	
	• below 458.0	Does Not Meet	1	0.25	
	*Mean CO SAT Math scale score was**:*		*All Students*	*Each Disaggregated Group*	
	• at or above 544.6	Exceeds	4	1.00	
	• at or above 488.0 but below 544.6	Meets	3	0.75	
	• at or above 439.9 but below 488.0	Approaching	2	0.50	
	• below 439.9	Does Not Meet	1	0.25	
	Dropout Rate: The district or school dropout rate was (of all schools in 2017):		*All Students*	*Each Disaggregated Group*	
	• at or below 0.5%	Exceeds	8	2.0	
	• at or below 2.0% but above 0.5%	Meets	6	1.5	
	• at or below 5.0% but above 2.0%	Approaching	4	1.0	
	• above 5.0%	Does Not Meet	2	0.5	
	Matriculation Rate (of all schools in 2018):		*All Students*		
	• at or above the 75.8%	Exceeds	4		
	• at or above 61.1% but below 75.8%	Meets	3		
	• at or above 46.8% but below 61.1%	Approaching	2		
	• below 46.8%	Does Not Meet	1		
	Graduation Rate and Disaggregated Graduation Rate (Best of 4-, 5-, 6-, or 7-year):		*All Students*	*Each Disaggregated Group*	
	• at or above 95.0%	Exceeds	8	2.0	
	• at or above 85.0% but below 95.0%	Meets	6	1.5	
	• at or above 75.0% but below 85.0%	Approaching	4	1.0	
	• below 75.0%	Does Not Meet	2	0.5	

Academic Achievement: Mean Scale Score by Percentile Cut-Points

The Academic Achievement Indicator reflects achievement as measured by the mean scale score on Colorado's standardized assessments. The presented targets for the Achievement Indicators have been established utilizing baseline year data.*

	English Language Arts & EBRW for CO PSAT			Mathematics			Science		
Percentile	**Elementary**	**Middle**	**CO PSAT**	**Elem**	**Middle**	**CO PSAT**	**Elem**	**Middle**	**High**
15th percentile	722.3	724.1	423.5	719.1	716.5	413.0	NA	NA	NA
50th percentile	739.5	740.1	461.1	734.3	731.2	448.4	NA	NA	NA
85th percentile	755.9	757.3	505.0	751.9	746.2	491.0	NA	NA	NA

Percent of Students On Track for ELP Growth Targets

	ELP On Track Growth		
Percentile	**Elem**	**Middle**	**High**
15th percentile	48.2%	11.5%	12.5%
50th percentile	61.9%	23.4%	23.4%
85th percentile	75.8%	36.0%	37.5%

Total Possible Points by Performance Indicator

Indicator	Total Possible Points	Elementary/Middle	High/District
Achievement	24 points (8 per subject for all students, 4 per subject by disaggregated group, no Science data for 2022)	40%	30%
Growth	28 total points (8 per subject for all students, 4 per subject by disaggregated group, 2 for ELP growth, 2 for ELP On Track Growth)	60%	40%
Postsecondary Readiness	52 total points (16 for graduation, 4 for matriculation, 16 for dropout, 8 per CO SAT subject)	not applicable	30%

Cut-Points for Each Performance Indicator

	Cut-Point: The district or school earned...of the points eligible.	
Achievement; Growth; Postsecondary Readiness	• at or above 87.5%	Exceeds
	• at or above 62.5% but below 87.5%	Meets
	• at or above 37.5% but below 62.5%	Approaching
	• below 37.5%	Does Not Meet

Cut-Points for Plan/Category Type Assignment

	District	*School*	*Accreditation Category/Plan Type*
Total Framework Points	74.0%	not applicable	Accredited w/Distinction (District only)
	56.0%	53.0%	Accredited (District) or Performance Plan (School)
	44.0%	42.0%	Accredited w/Improvement Plan (District) or Improvement Plan (School)
	34.0%	34.0%	Accredited w/Priority Improvement Plan (District) or Priority Improvement (School)
	25.0%	25.0%	Accredited w/Turnaround Plan(District) or Turnaround Plan (School)

* School data used as baseline: 2016 for CMAS & CoAlt ELA & Math (g3-8). 2019 for CO PSAT & CoAlt EBRW/ELA & Math (g9-10). 2022 for ELP On Track to Proficiency Growth as planned prior to the COVID-19 pandemic.

** 2019 school data used as baseline for CO SAT & CoAlt EBRW/ELA & Math (g11).

August 8, 2022

2022 Final Transitional Performance Framework

After a two-year pause in developing performance frameworks, the state is transitioning back to calculating and publishing performance frameworks for all schools and districts following the passage of Senate Bill 22-137. The 2022 Transitional Frameworks can provide schools and districts, and the communities they serve, important information regarding the progress of students toward meeting the state academic standards. During this transition process, it is worth noting conditions that are unique to this year's framework calculations and may impact interpretation of results.

COVID-19 Consideration: Students across Colorado have had to adapt to a variety of learning models since spring 2020, including in-person, remote and hybrid instruction. Due to reduced in-person instructional time, some districts may have had to adjust the content covered for students during these years. The impact of these learning disruptions was uneven within and across Colorado districts and schools.

Participation Rates: Participation in the state assessments varied significantly across schools, grade levels, and student groups in both 2021 and 2022. These participation rates inform the degree to which results are representative of the student population. Users are encouraged to review the achievement and growth participation rates overall and for each student group included on the Transitional Frameworks when considering the results.

Growth Data: Because growth calculations use two years of assessment data (2021 and 2022), elementary and middle schools have less available data than usual. This is due to the 2021 CMAS/CoAlt assessments only being required in alternating grade levels – English language arts was required in grades 3, 5 and 7; and math was required in grades 4, 6 and 8. Growth calculations continue to be weighed the most. The department's analysis found no substantial difference in overall plan type assignments despite some of the gaps in data. PSAT/SAT and WIDA ACCESS were administered in all relevant grades in 2021, so growth calculations remain consistent with previous frameworks. A growth participation rate has been added to the 2022 Transitional Frameworks to provide more context on the percentage of students included in the calculation.

1-Year Frameworks: Because of the two-year framework pause, including the suspension of state assessments in 2020, there are not enough data to reasonably generate three-year frameworks. Schools and districts that do not have enough reportable data to calculate a one-year framework will receive a rating of "Insufficient State Data."

Performance Watch: One of the provisions of the 2022 Transitional Accountability legislation is a pause on automatically advancing years on or off the accountability clock (i.e., Priority Improvement, Turnaround, On Watch). Districts may submit a request to reconsider to exit the accountability clock or move to On Watch if the district or school earned an Improvement or Performance plan type in 2022 and meets other requirements adopted by the Colorado State Board of Education.

LCS Spring Standardized Test Data Report, 2023

Introduction. The following report will provide data from all spring assessments including NWEA (K-12), CMAS (3-11), PSAT 9, PSAT 10, SAT, and AP exams. Performance on these exams was strong and consistent with expectations based on previous years. The data is used internally to help identify individual students who might need particular assistance and help assess the overall health of instructional and curricular approaches.

Administrators and board members can productively examine these standardized results through a couple of lenses. First, are scores by grade and subject remaining constant or growing over time? If so, it should be taken as positive evidence for the quality of classroom instruction. If year-over-year data shows a consistent decline in average scores at a grade level, on the other hand, it may be evidence of a shortfall in instructional or curricular strategies. Such a trend should prompt investigation by the administration and questions by board members. The most useful test for these kinds of longitudinal comparisons is the NWEA.

A second useful direction for oversight is to ask what intervention and data analysis strategies are being deployed to serve struggling students identified on these exams. LCS has very effective strategies to support those students. These range from additional attention from classroom teachers, to supplemental courses during the summer and school year, to sustained support from the Academic Support Team. These strategies should be continually reviewed, discussed, refined, and improved.

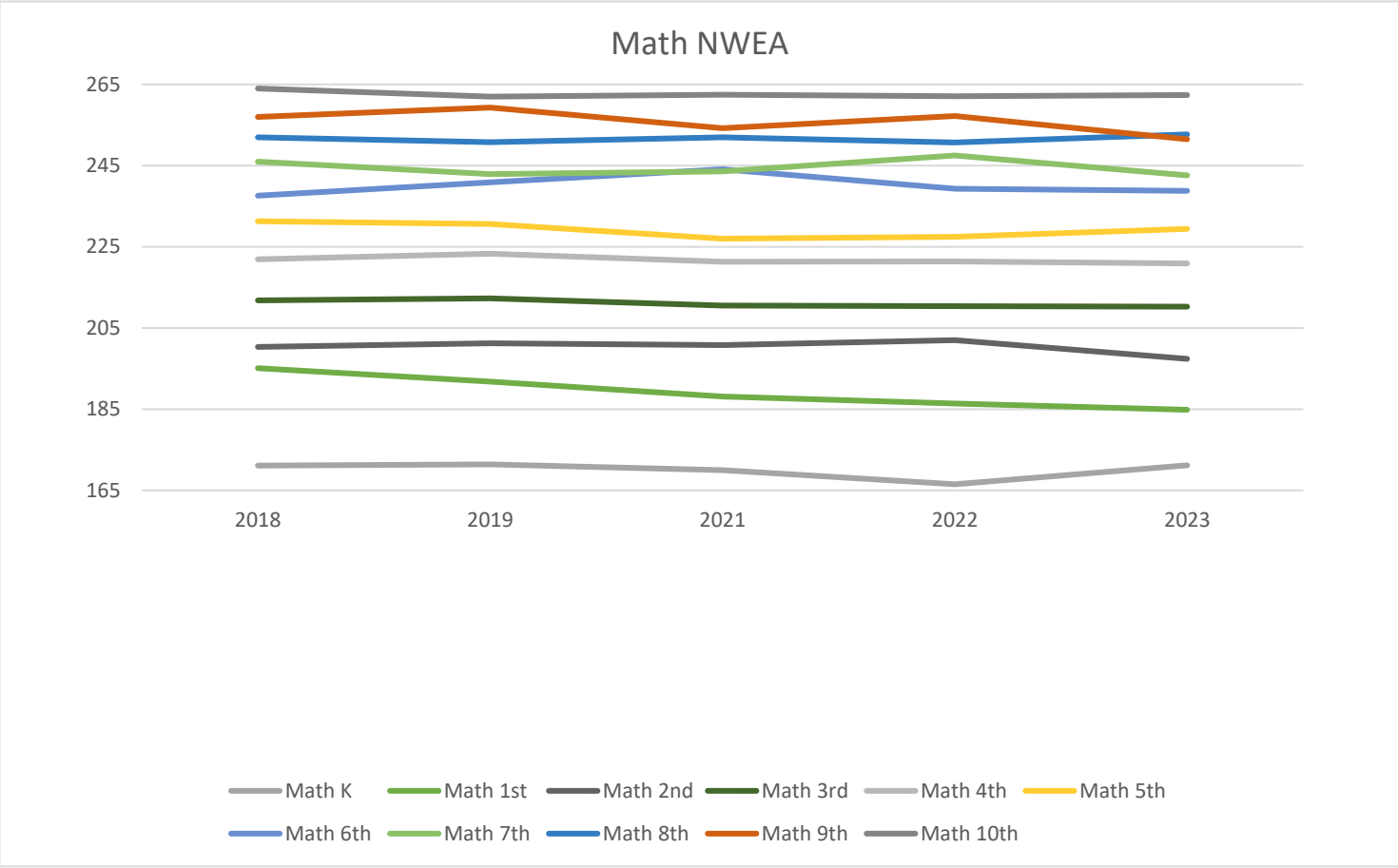
The balance of this report will provide descriptive statistics for each of the exams listed above beginning with the NWEA.

NWEA. Performance remains high across the board and averages from year-to-year are within a fairly tight tolerance of a few RIT points, or a couple of percent of the overall scores. Analyzing this data helps us find worrisome trends for a particular cohort of students or for instruction in certain subjects or classrooms. Overall, Liberty has seen consistent growth from students when looking at the Mean RIT Scores of NWEA assessments. Graphs are fairly flat across the six examination periods pictured below. Following a cohort diagonally through the chart, we can verify that individual cohorts of students are growing as strongly as expected.

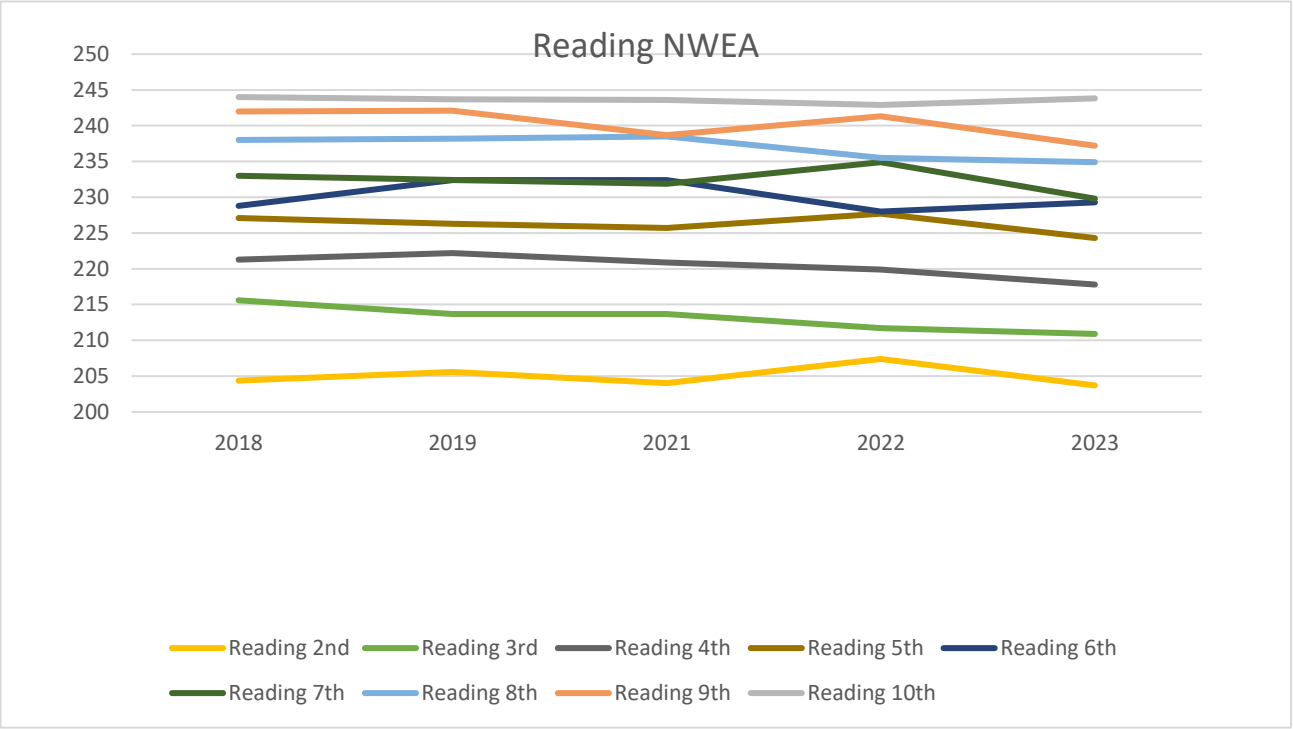
A slight drop in some grade level scores can be attributed to the expansion of our school. With the opening of the Aristotle campus and the onboarding of around 250 students from all around the district, grade level teachers worked hard to close the learning gaps of their classes. We anticipate seeing large gains with this achievement gap as well as gains in our overall growth in future years as students are exposed to the rigorous Core Knowledge Curriculum and high expectations at the new campus.

Similarly, lower scores in 7th and 9th grade, as opposed to previous years, can be attributed to a large number of newly enrolled students with lower-than-normal NWEA placement scores and academic skill deficiencies. It will be important to track these cohorts diagonally through the chart so verify that they also follow our typical growth pattern.

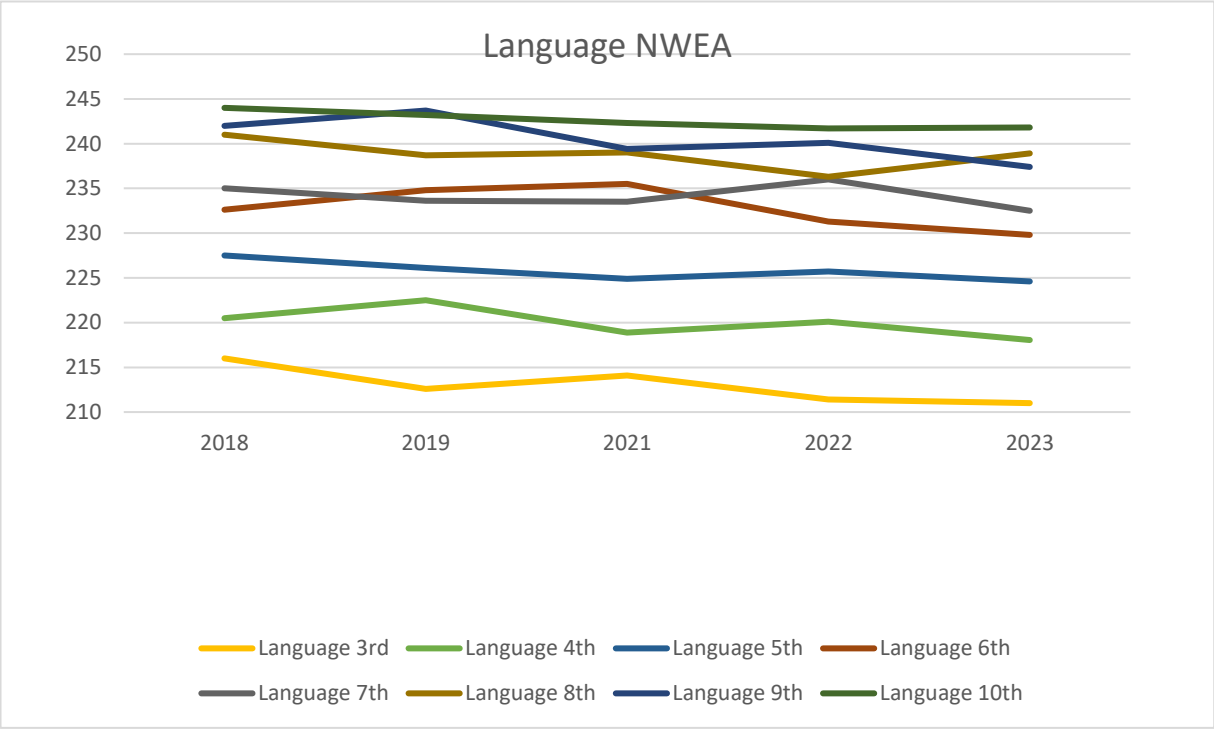
Math											
	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
Spring 2018	171.1	195.1	200.3	211.8	221.9	231.3	237.6	246	252	257	264
Spring 2019	171.4	191.8	201.2	212.3	223.3	230.6	240.9	242.9	250.8	259.3	262
Spring 2021	170	188.1	200.8	210.5	221.3	227	244.1	243.6	252	254.2	262.5
Spring 2022	166.5	186.4	202	210.4	221.4	227.5	239.3	247.5	250.7	257.2	262.1
Spring 2023	171.15	184.85	197.4	210.25	220.9	229.4	238.8	242.6	252.7	251.5	262.4

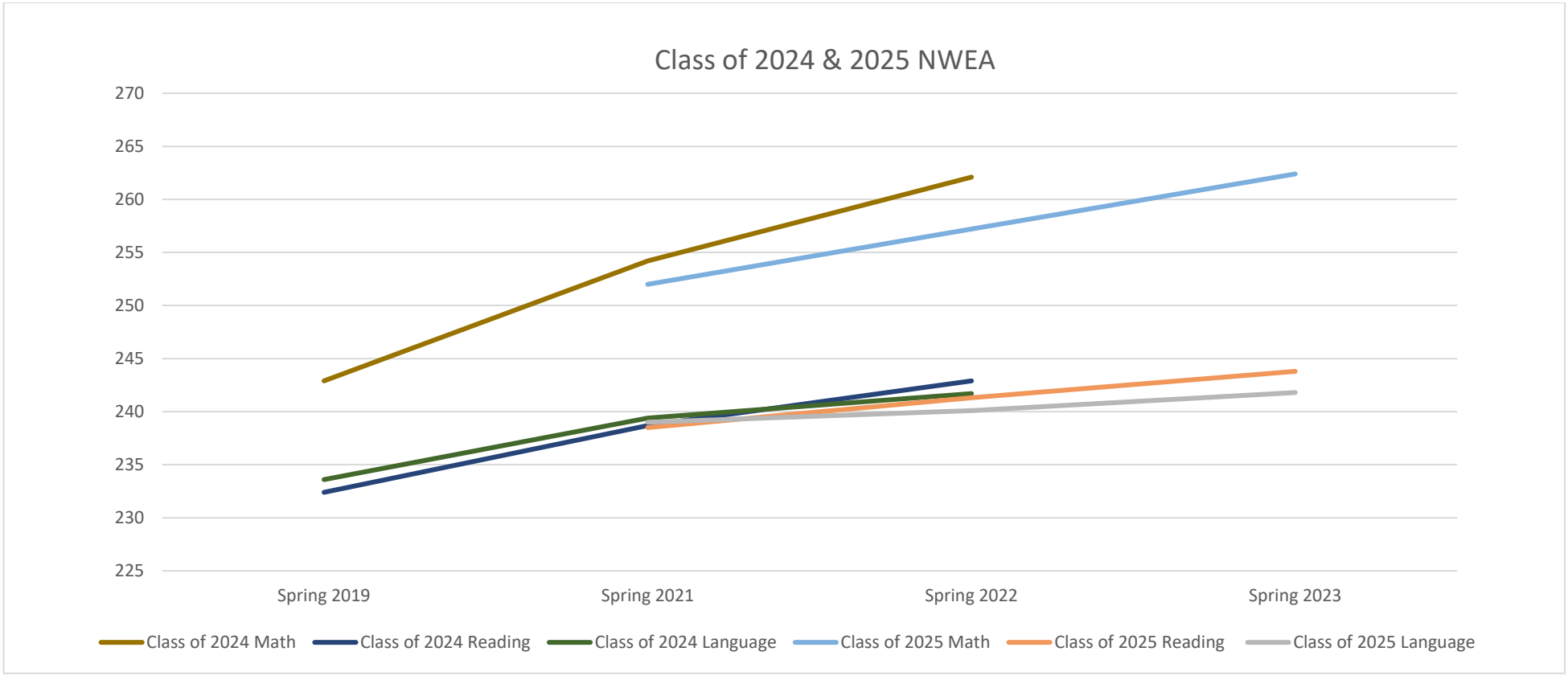


Reading									
	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
Spring 2018	204.4	215.6	221.3	227.1	228.8	233	238	242	244
Spring 2019	205.6	213.7	222.2	226.3	232.4	232.4	238.2	242.1	243.7
Spring 2021	204	213.7	220.9	225.7	232.4	231.9	238.5	238.7	243.6
Spring 2022	207.4	211.7	219.9	227.7	228	234.9	235.5	241.3	242.9
Spring 2023	203.7	210.9	217.8	224.3	229.3	229.8	234.9	237.2	243.8



Language								
	3rd	4th	5th	6th	7th	8th	9th	10th
Spring 2018	216	220.5	227.5	232.6	235	241	242	244
Spring 2019	212.6	222.5	226.1	234.8	233.6	238.7	243.7	243.2
Spring 2021	214.1	218.9	224.9	235.5	233.5	239	239.4	242.3
Spring 2022	211.4	220.1	225.7	231.3	236	236.3	240.1	241.7
Spring 2023	211	218.05	224.6	229.8	232.5	238.9	237.4	241.8




Class of 2024 & 2025 NWEA
270
265
260
255
250
245
240
235
230
225
Spring 2019
Spring 2021
Spring 2022
Spring 2023
Class of 2024 Math
Class of 2024 Reading
Class of 2024 Language
Class of 2025 Math
Class of 2025 Reading
Class of 2025 Language

Percent at or Above Grade Level Mean:

This data reflects the number of our students who performed above the national average RIT score on the NWEA. Both the LCS mean RIT score (above) and the LCS mean percentile compared to national test-takers (below) round out these numbers and present a better picture of year-over-year changes.

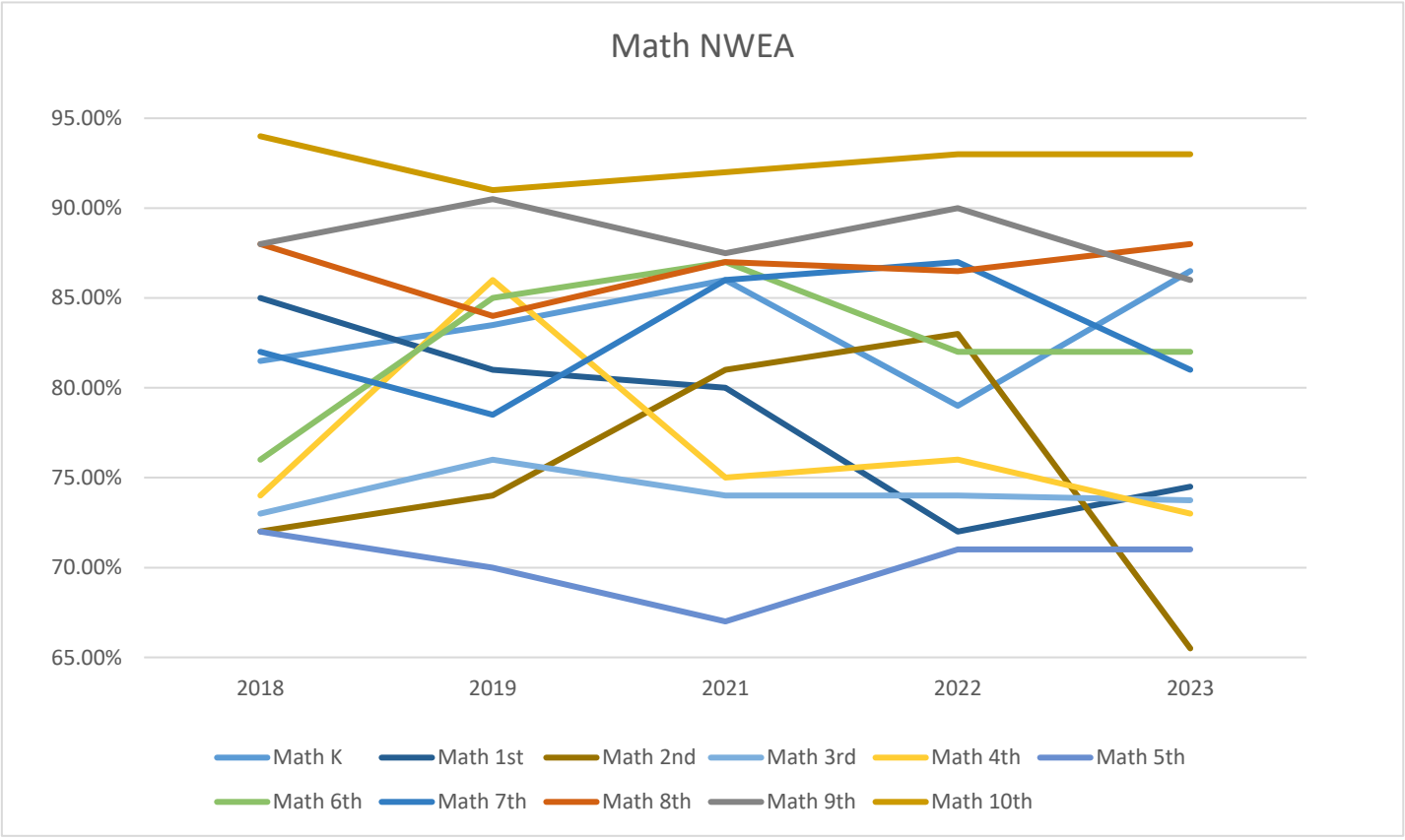
Math											
	K	**1st**	**2nd**	**3rd**	**4th**	**5th**	**6th**	**7th**	**8th**	**9th**	**10th**
Spring 2018	79.55%	90.80%	87.36%	81.61%	80.46%	82.22%	82.76%	94.38%	96.77%	95.79%	97.56%
Spring 2019	87.50%	79.07%	85.06%	88.51%	80.46%	78.16%	90.59%	87.78%	94.74%	100.00%	98.80%
Spring 2021	90.91%	89.53%	88.37%	84.52%	93.02%	86.21%	96.51%	91.11%	93.10%	96.00%	97.75%
Spring 2022	78.16%	82.35%	96.47%	86.36%	91.67%	85.88%	96.47%	95.40%	92.04%	96.96%	96.38%
Spring 2023	92.47%	85.23%	79.97%	88.15%	87.01%	86.52%	91.67%	93.48%	90.80%	93.41%	95.56%

Reading									
	2nd	**3rd**	**4th**	**5th**	**6th**	**7th**	**8th**	**9th**	**10th**
Spring 2018	96.55%	93.10%	94.32%	95.56%	90.80%	93.26%	95.70%	97.92%	98.78%
Spring 2019	93.10%	96.55%	96.55%	89.66%	97.65%	94.44%	97.89%	99.00%	98.78%
Spring 2021	98.84%	92.86%	93.02%	91.95%	91.86%	88.76%	95.40%	98.00%	96.55%
Spring 2022	97.65%	90.91%	91.76%	97.65%	88.24%	91.95%	91.01%	95.95%	97.61%
Spring 2023	92.57%	89.84%	90.42%	95.51%	88.10%	90.22%	85.06%	93.41%	96.70%

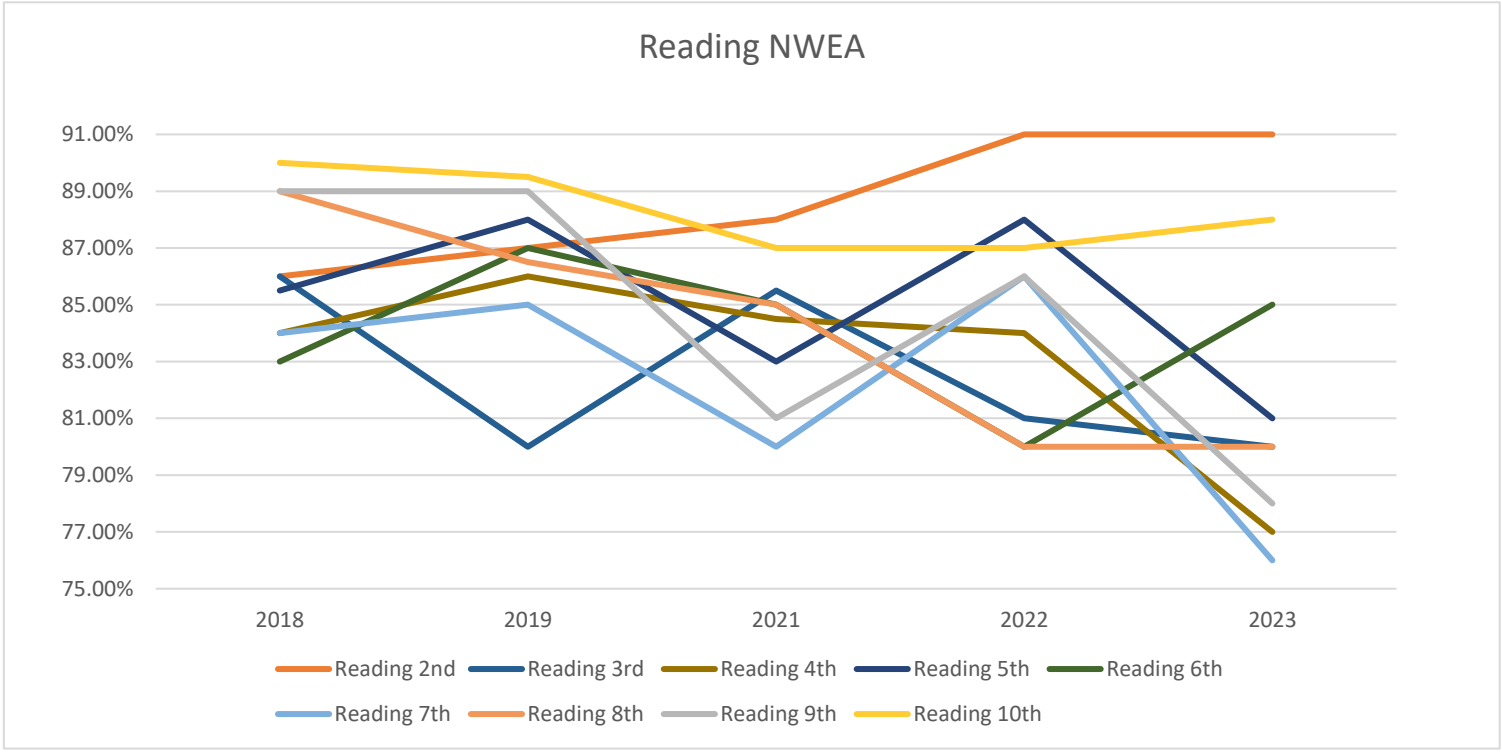
Language								
	3rd	**4th**	**5th**	**6th**	**7th**	**8th**	**9th**	**10th**
Spring 2018	95.40%	95.45%	95.56%	96.55%	96.59%	98.92%	98.96%	100.00%
Spring 2019	91.95%	94.25%	93.10%	97.65%	95.60%	97.87%	100.00%	97.53%
Spring 2021	97.62%	94.19%	93.10%	97.67%	95.55%	96.55%	100.00%	98.88%
Spring 2022	84.09%	86.90%	96.47%	95.29%	95.34%	97.70%	97.97%	98.80%
Spring 2023	90.96%	89.85%	93.26%	91.67%	94.57%	96.55%	93.41%	95.60%

Median Percentile:

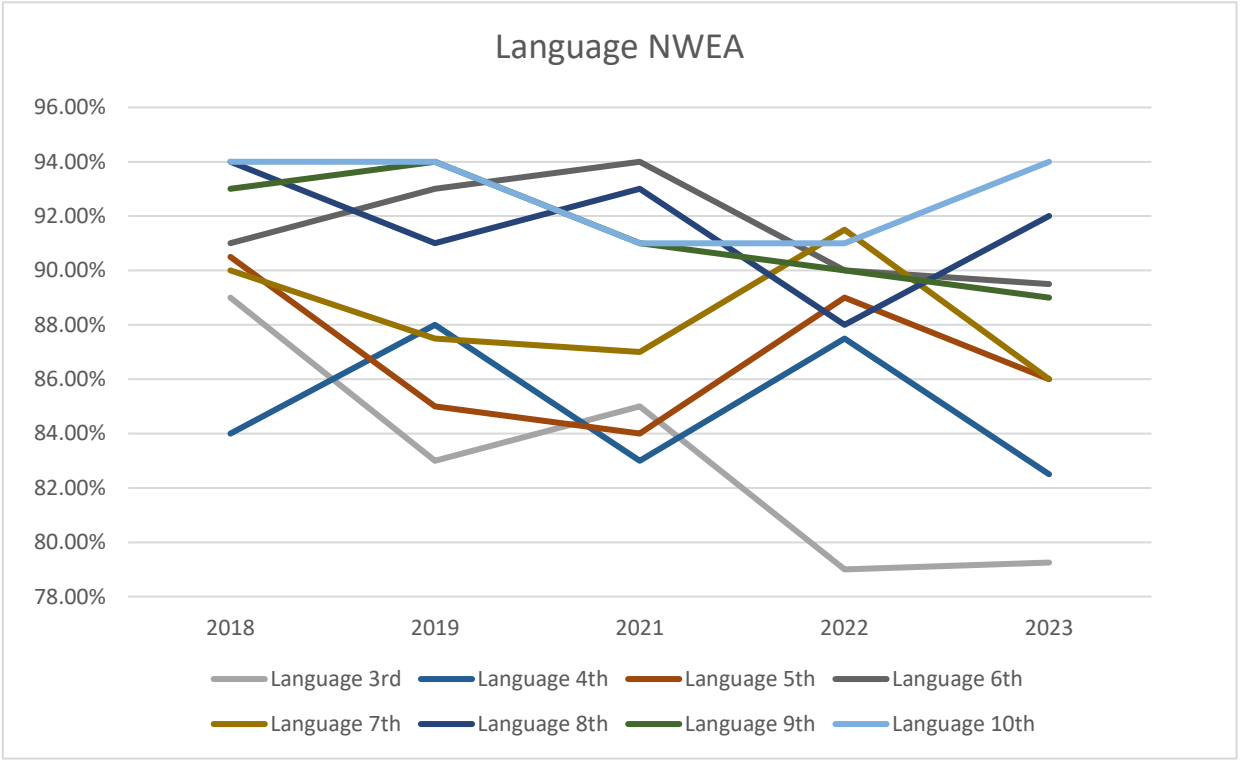
Math											
	K	**1st**	**2nd**	**3rd**	**4th**	**5th**	**6th**	**7th**	**8th**	**9th**	**10th**
Spring 2018	81.5%	85.0%	72.0%	73.0%	74.0%	72.0%	76.0%	82.0%	88.0%	88.0%	94.0%
Spring 2019	83.5%	81.0%	74.0%	76.0%	86.0%	70.0%	85.0%	78.5%	84.0%	90.5%	91.0%
Spring 2021	86.0%	80.0%	81.0%	74.0%	75.0%	67.0%	87.0%	86.0%	87.0%	87.5%	92.0%
Spring 2022	79.0%	72.0%	83.0%	74.0%	76.0%	71.0%	82.0%	87.0%	86.5%	90.0%	93.0%
Spring 2023	86.5%	74.5%	65.5%	73.8%	73.0%	71.0%	82.0%	81.0%	88.0%	86.0%	93.0%

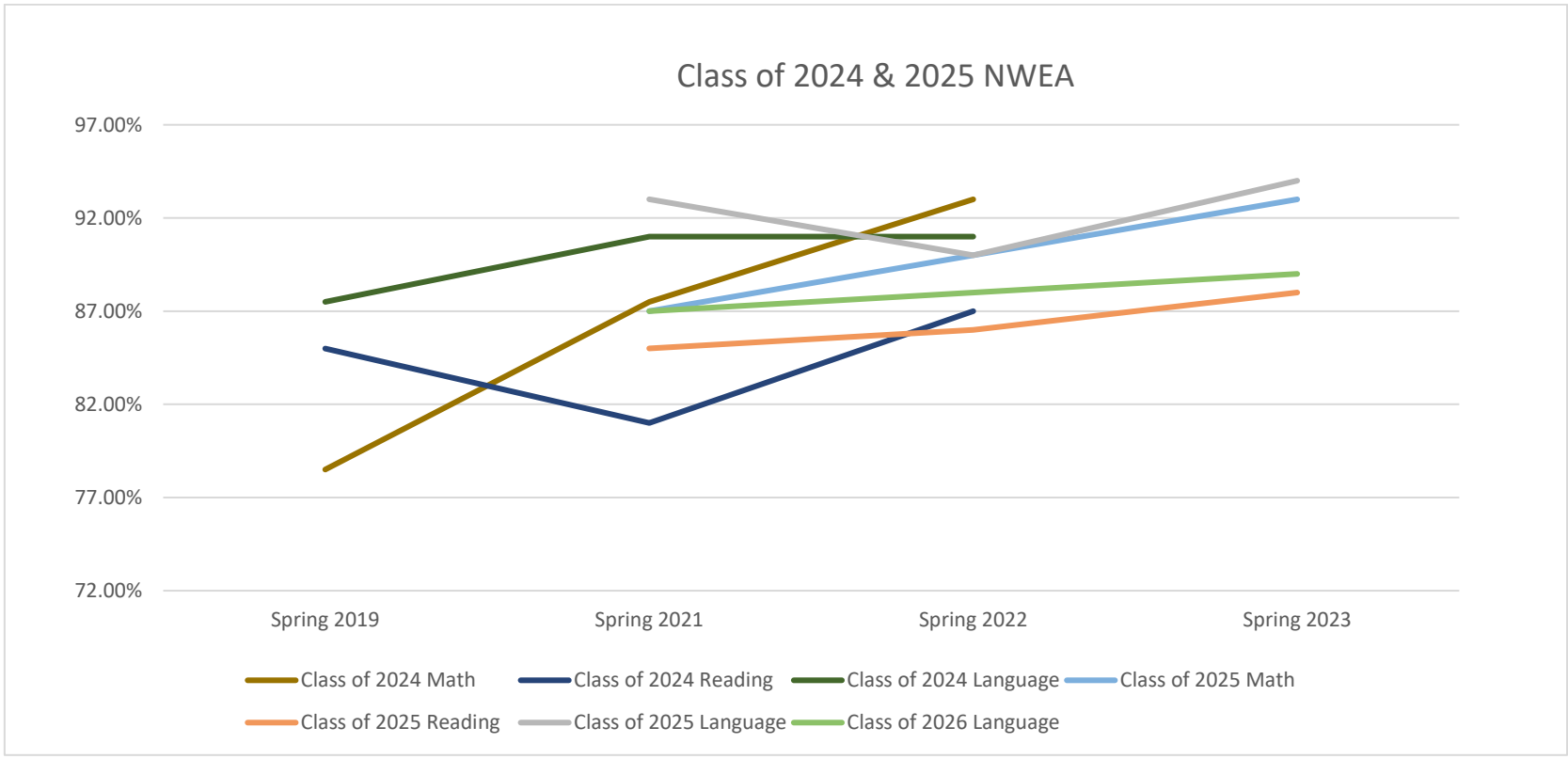


Reading									
	2nd	**3rd**	**4th**	**5th**	**6th**	**7th**	**8th**	**9th**	**10th**
Spring 2018	86.0%	86.0%	84.0%	85.5%	83.0%	84.0%	89.0%	89.0%	90.0%
Spring 2019	87.0%	80.0%	86.0%	88.0%	87.0%	85.0%	86.5%	89.0%	89.5%
Spring 2021	88.0%	85.5%	84.5%	83.0%	85.0%	80.0%	85.0%	81.0%	87.0%
Spring 2022	91.0%	81.0%	84.0%	88.0%	80.0%	86.0%	80.0%	86.0%	87.0%
Spring 2023	91.0%	80.0%	77.0%	81.0%	85.0%	76.0%	80.0%	78.0%	88.0%



Language								
	3rd	**4th**	**5th**	**6th**	**7th**	**8th**	**9th**	**10th**
Spring 2018	89.0%	84.0%	90.5%	91.0%	90.0%	94.0%	93.0%	94.0%
Spring 2019	83.0%	88.0%	85.0%	93.0%	87.5%	91.0%	94.0%	94.0%
Spring 2021	85.0%	83.0%	84.0%	94.0%	87.0%	93.0%	91.0%	91.0%
Spring 2022	79.0%	87.5%	89.0%	90.0%	91.5%	88.0%	90.0%	91.0%
Spring 2023	79.3%	82.5%	86.0%	89.5%	86.0%	92.0%	89.0%	94.0%




Class of 2024 & 2025 NWEA
97.00%
92.00%
87.00%
82.00%
77.00%
72.00%
Spring 2019
Spring 2021
Spring 2022
Spring 2023
Class of 2024 Math
Class of 2024 Reading
Class of 2024 Language
Class of 2025 Math
Class of 2025 Reading
Class of 2025 Language
Class of 2026 Language

CMAS: Overall, Liberty Common High School students performed well on these state assessments. LCHS students notably earned the highest median score in the district in both 7th grade math and 11th grade science. CMAS scores have some diagnostic value, and are useful in providing the most direct comparison to other district schools. However, the CMAS is pegged to standards which are often vague and sometimes divergent from our Core Knowledge approach and assumes an order of content which does not always match our curriculum. For these reasons, the NWEA is our most useful diagnostic tool. Please note for Math and ELA, these charts are showing the percentage of students who met or exceeded expectations. This comparative data was not provided to us for the Science exam, so for Science the rank is based on median scores, which was provided.

Liberty Common Elementary campuses performed well on the state assessments. Any dip to district ranking can be explained from the growth of our school. With an additional 250 students from all over northern Colorado this last year, teachers worked hard to academically level the playing field for our students. We anticipate our rankings will continue to grow as students settle into the high expectations and build their vocabulary from year to year. The other thing that needs to be considered, is that sometimes the Core Knowledge curriculum does not align with the Common Core State Standards. While all state standards will be covered in past or future years, the assessments may ask questions out of sync with what we are teaching. This can be seen easily in the 5th grade science rank.

3rd Grade	% Met or Exceeded Expectations	ELA	Rank
State	**39.9%**	**737**	
District	**56.0%**	**752**	
Zach	84.3%	787	1
Dunn	76.1%	774	2
Traut	79.5%	773	3
Liberty Common	82.5%	772	4
Kruse	62.3%	766	5

3rd Grade	% Met or Exceeded Expectations	Math	Rank
State	**40.4%**	**738**	
District	**54.3%**	**751**	
Zach	89.0%	789	1
Liberty Common	80.0%	772	2
O'Dea	70.8%	766	3
Traut	71.6%	766	3
Kruse	70.3%	762	4

4th Grade	% Met or Exceeded Expectations	ELA	Rank
State	**43.8%**	**742**	
District	**59.1%**	**755**	
Zach	82.4%	790	1
Traut	81.2%	777	2
Liberty Common	81.8%	773	3
McGraw	72.3%	770	4
Ft Collins Montessori	72.7%	768	5

4th Grade	% Met or Exceeded Expectations	Math	Rank
State	**32.7%**	**733**	
District	**49.4%**	**746**	
Zach	81.0%	772	1
Traut	79.7%	771	2
Bacon	81.7%	767	3
Liberty Common	65.9%	760	4
McGraw	64.6%	757	5

5th Grade	% Met or Exceeded Expectations	ELA	Rank
State	**47.8%**	**747**	
District	**64.3%**	**761**	
Zach	95.0%	795	1
Traut	90.4%	784	2
Liberty Common	85.1%	775	3
McGraw	73.8%	773	4
Bethke	82.6%	772	5

5th Grade	% Met or Exceeded Expectations	Math	Rank
State	**36.5%**	**737**	
District	**52.6%**	**751**	
Zach	87.4%	785	1
Traut	83.6%	772	2
McGraw	67.2%	765	3
Bethke	72.1%	762	4
Liberty Common	68.2%	761	5

5th Grade	% Met or Exceeded Expectations	Science	Rank
State	**33.9%**	**733**	
District	**49.5%**	**745**	
Zach	89.0%	774	1
Traut	75.3%	762	2
McGraw	61.5%	759	3
Bethke	69.4%	758	4
Werner	63.0%	754	5
Bennett	66.7%	753	6
Liberty Common	57.5%	753	6

6th Grade	% Met or Exceeded Expectations	ELA	Rank
State	**43.4%**	**743**	
District	**56.6%**	**753**	
Kinard	81.5%	776	1
Liberty Common	85.7%	772	2
Lesher	66.5%	763	3
Webber	66.5%	760	4
Compass Community	not reported	759	5

6th Grade	% Met or Exceeded Expectations	Math	Rank
State	**28.2%**	**730**	
District	**44.6%**	**743**	
Kinard	78.6%	772	1
Liberty Common	65.5%	760	2
Ridgeview Classical	50.0%	748	3
Lesher	53.3%	748	3
Webber	49.1%	748	3

7th Grade	% Met or Exceeded Expectations	ELA	Rank
State	**45.0%**	**744**	
District	**57.3%**	**757**	
Compass Community	89.7%	782	1
Polaris	80.0%	776	2
Kinard	68.6%	771	3
Liberty Common	74.4%	767	4
Ridgeview Classical	68.2%	764	5

7th Grade	% Met or Exceeded Expectations	Math	Rank
State	**26.3%**	**731**	
District	**41.7%**	**742**	
Liberty Common	71.7%	757	1
Kinard	59.9%	757	1
Compass Community	69.0%	753	2
Polaris	47.5%	749	3
Lesher	47.4%	745	4

8th Grade	% Met or Exceeded Expectations	ELA	Rank
State	**42.4%**	**741**	
District	**58.3%**	**756**	
Kinard	80.3%	782	1
Mountain Sage	82.4%	779	2
Liberty Common	73.5%	771	3
Ridgeview Classical	77.4%	769	4
Cache La Poudre	66.0%	766	5

8th Grade	% Met or Exceeded Expectations	Math	Rank
State	**32.7%**	**732**	
District	**53.5%**	**752**	
Kinard	75.9%	777	1
Liberty Common	73.5%	770	2
Cache La Poudre	68.0%	765	3
Preston	69.0%	764	4
Mountain Sage	58.8%	761	5

8th Grade	% Met or Exceeded Expectations	Science	Rank
State	**31.3%**	**731**	
District	**46.6%**	**742**	
Mountain Sage	76.5%	758	1
Kinard	67.7%	756	2
Liberty Common	65.1%	755	3
Cache La Poudre	60.8%	753	4
Polaris	71.9%	752	5
Lesher	57.7%	750	6

HS	% Met or Exceeded Expectations	Science	Rank
State	**24.6%**	**729**	
District	**45.6%**	**740**	
Liberty Common	80.7%	760	1
Ridgeview Classical	65.4%	757	2
Fossil Ridge	55.9%	747	3
Rocky Mountain	41.9%	740	4
Poudre	22.8%	724	5
Centennial	not reported	718	6

NWEA: Student Growth

Aristotle median growth percentiles look really good in all subject areas in our first year. This was to be expected as students came to us very low academically. Liberty's focus on a rigorous academic curriculum and teaching strategies has proven effective. We will continue to monitor growth over the years as our population grows.

Plato median growth percentile trends are stable year over year. Across all three tests (math, reading, and language usage), Plato students consistently meet and exceed grade-level projected* school growth with very few exceptions and no notable trends. For example, the only grade-level/test in which students did not meet grade-level projected growth in 22-23 was in 2nd-grade math; however, 2nd-grade students exceeded and met projected school growth in 20-21 and 21-22 respectively.

Math continues to be an area we watch closely in both academic achievement and growth. As the new math department chair, Mr. Lovely is working closely with the K-6 teams to review the curriculum and data.

The disparity between actual growth and projected growth in 7th and 8th is notable. This anomaly could represent many possible factors inherent to differences in the Liberty Common curriculum. One possible explanation is that students in these grades come in with high reading scores from the elementary and dedicate much of these years to grammar and Latin training. The data also indicates that this pays off in both areas in 9th and 10th grade.

*Growth projections are based upon all "similar" students nation-wide. NWEA's description of how projected growth is determined:

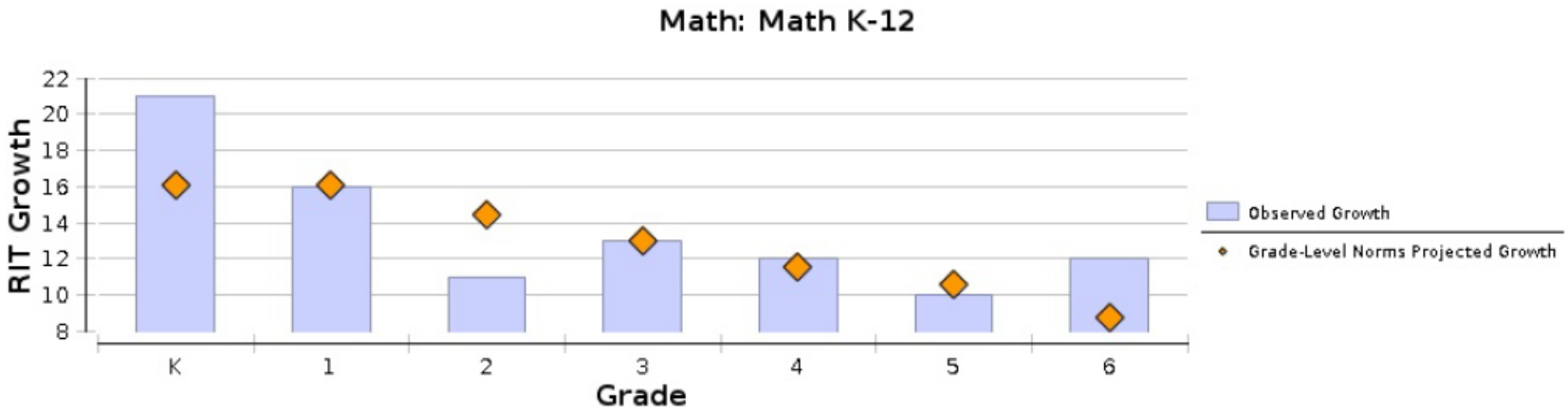
> A student's growth projection depends on their grade, subject, and starting RIT, and indicates the average growth for all students in the same grade, subject, and starting RIT.
>
> For example, if a student's growth projection from fall to spring is 5 RIT points, this means that of all students in the same grade and subject, and starting at the same initial RIT, the average growth was 5 RIT points.

Plato Math Growth

Liberty Common School

Math: Math K-12

		Comparison Periods								Growth Evaluated Against						
		Fall 2022			Spring 2023			Growth		Grade-Level Norms			Student Norms			
Grade (Spring 2023)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
K	84	149.3	10.1	96	170.7	11.2	99	21	1.0	16.1	2.35	99	84	62	74	77
1	87	169.0	9.6	94	184.7	8.9	91	16	0.6	16.1	-0.16	44	87	46	53	50
2	87	187.6	9.6	98	198.7	9.4	93	11	0.7	14.4	-1.48	7	87	32	37	35
3	88	198.1	8.4	95	211.3	7.6	94	13	0.6	13.0	0.08	53	88	53	60	57
4	87	208.9	9.4	92	220.5	10.6	91	12	0.7	11.6	0.02	51	87	47	54	52
5	87	219.9	10.3	93	229.4	10.8	90	10	0.7	10.6	-0.48	31	87	40	46	46
6	82	226.2	12.3	93	238.7	13.8	97	12	0.7	8.8	1.70	95	82	61	74	77

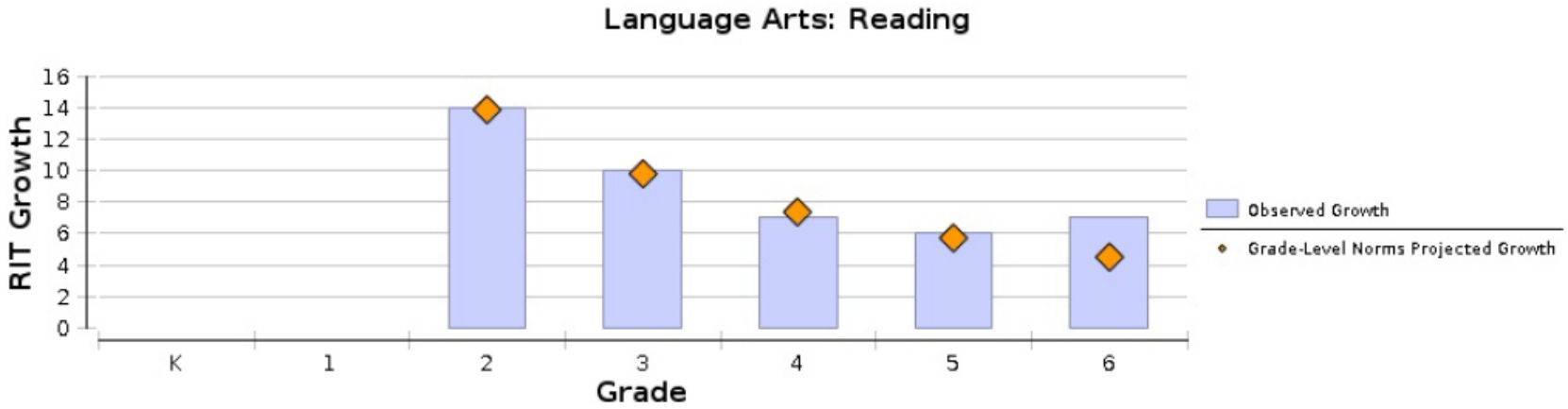


Plato Reading Growth

Liberty Common School

Language Arts:
Reading

		Comparison Periods								Growth Evaluated Against						
		Fall 2022			Spring 2023			Growth		Grade-Level Norms			Student Norms			
Grade (Spring 2023)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
K	0	**			**			**					**			
1	0	**			**			**					**			
2	87	191.8	15.3	99	205.3	11.4	99	14	0.9	13.8	-0.12	45	87	54	62	63
3	83	203.5	11.3	99	213.3	10.8	99	10	1.0	9.8	0.02	51	83	49	59	57
4	87	211.6	12.5	98	218.7	10.6	97	7	0.8	7.3	-0.10	46	87	47	54	50
5	87	218.6	10.7	98	224.4	10.4	97	6	0.8	5.8	0.02	51	87	51	59	55
6	82	222.5	13.5	96	229.3	12.0	98	7	0.8	4.5	1.34	91	82	63	77	67

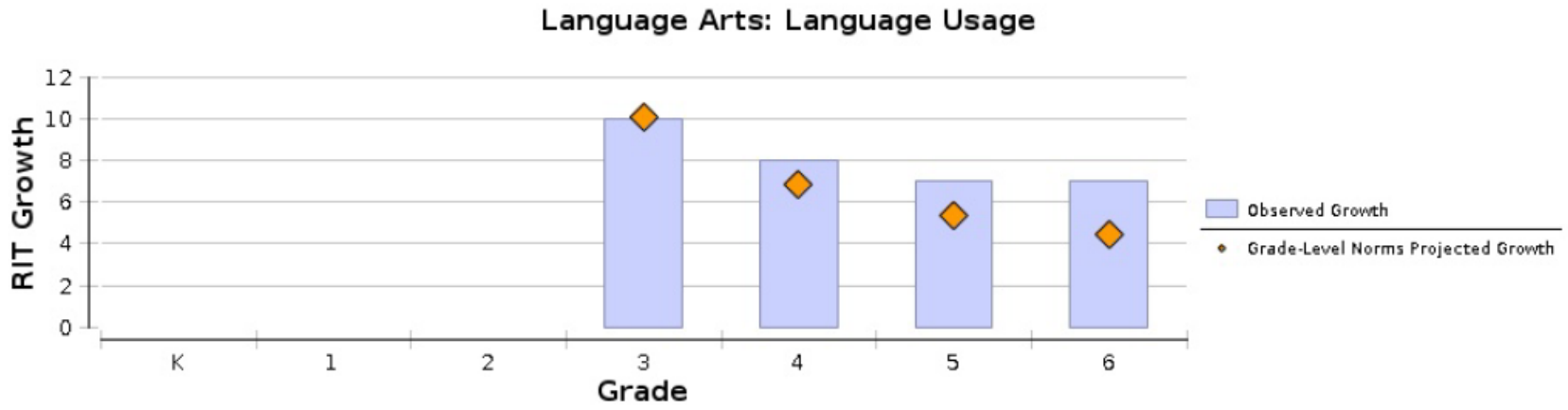


Plato Language Usage Growth

Liberty Common School

Language Arts:
Language Usage

		Comparison Periods								Growth Evaluated Against						
		Fall 2022			Spring 2023			Growth		Grade-Level Norms			Student Norms			
Grade (Spring 2023)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
K	0	**			**			**					**			
1	0	**			**			**					**			
2	0	**			**			**					**			
3	88	204.2	10.6	99	213.8	10.5	99	10	0.9	10.0	-0.22	41	88	55	63	61
4	87	210.8	11.9	98	218.7	9.4	98	8	0.7	6.8	0.64	74	87	58	67	61
5	87	217.5	9.8	98	224.7	10.4	99	7	0.7	5.4	1.14	87	87	66	76	67
6	83	223.1	11.9	99	229.8	11.2	99	7	0.8	4.4	1.62	95	83	59	71	75

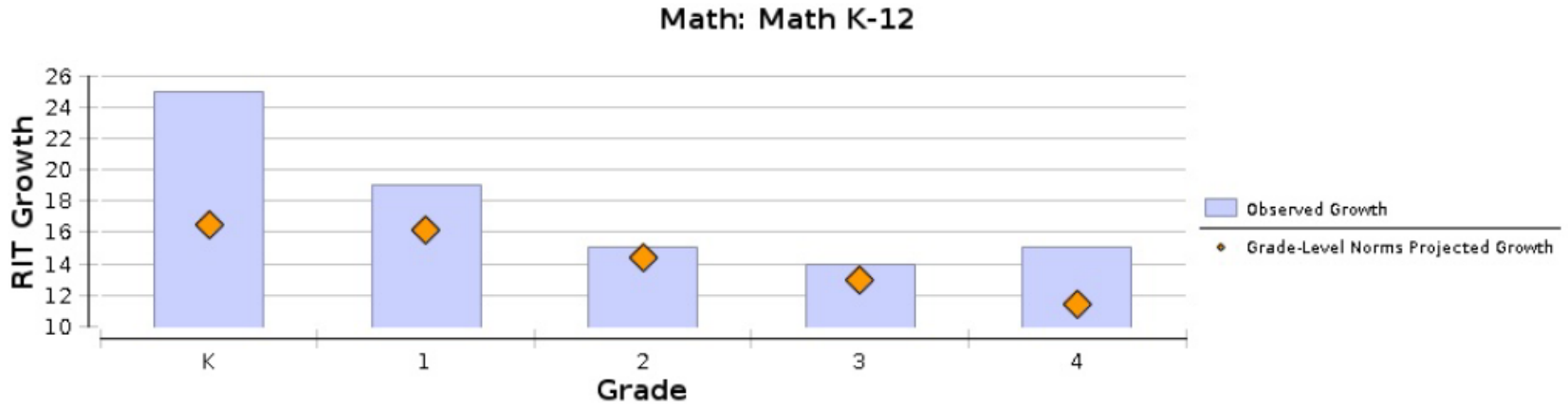


Aristotle Math Growth

Liberty Common West

Math: Math K-12

		Comparison Periods								Growth Evaluated Against						
		Fall 2022			Spring 2023			Growth		Grade-Level Norms			Student Norms			
Grade (Spring 2023)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
K	45	146.5	7.9	90	171.6	10.6	99	25	1.1	16.5	3.82	99	45	40	89	91
1	43	165.8	9.0	84	184.9	7.1	91	19	1.1	16.2	1.16	88	43	31	72	62
2	34	181.7	12.6	87	196.8	8.8	88	15	1.1	14.4	0.30	62	34	17	50	53
3	32	195.4	9.5	88	209.2	7.0	89	14	1.3	12.9	0.42	66	32	23	72	59
4	34	207.0	12.9	87	221.5	12.6	93	15	1.0	11.4	1.55	94	34	26	76	69

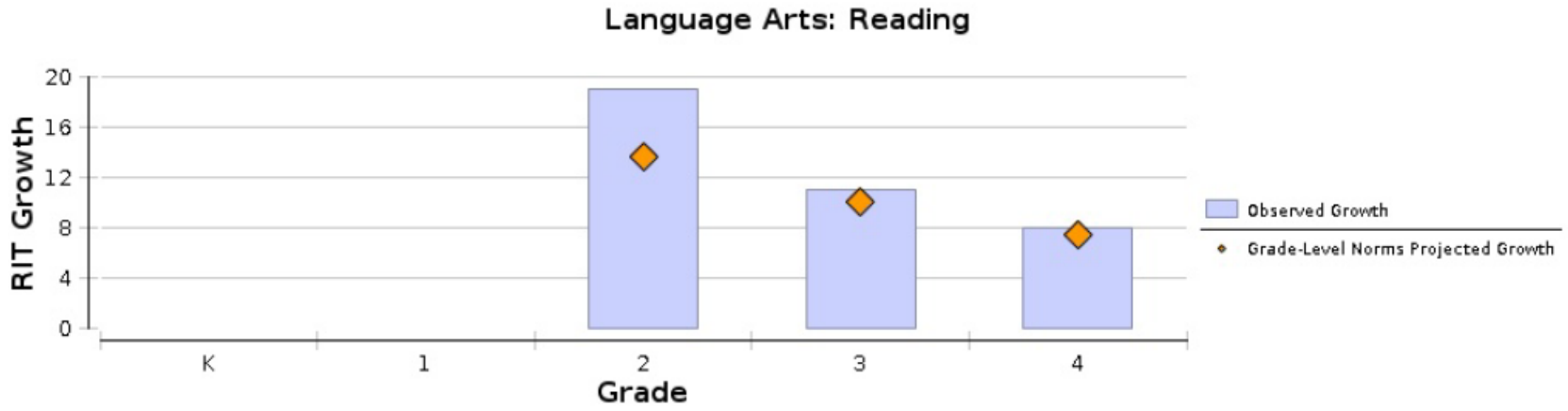


Aristotle Reading Growth

Liberty Common West

Language Arts:
Reading

		Comparison Periods								Growth Evaluated Against						
		Fall 2022			Spring 2023			Growth		Grade-Level Norms			Student Norms			
Grade (Spring 2023)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
K	0	**			**			**					**			
1	0	**			**			**					**			
2	34	184.2	18.6	97	202.7	11.4	99	19	1.6	13.6	1.96	97	34	28	82	83
3	33	197.5	13.3	94	208.4	10.1	94	11	1.2	10.0	0.41	66	33	24	73	58
4	34	208.9	11.9	95	216.8	11.4	95	8	1.1	7.5	0.21	58	34	20	59	55

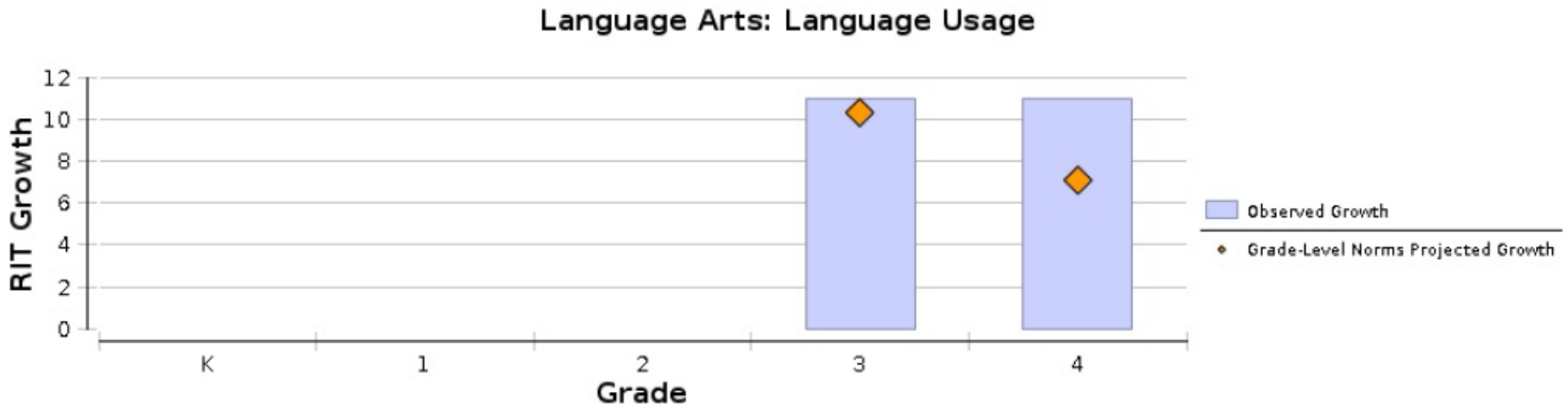


Aristotle Language Usage Growth

Liberty Common West

Language Arts:
Language Usage

		Comparison Periods								Growth Evaluated Against						
		Fall 2022			Spring 2023			Growth		Grade-Level Norms			Student Norms			
Grade (Spring 2023)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
K	0	**			**			**					**			
1	0	**			**			**					**			
2	0	**			**			**					**			
3	32	196.9	10.9	92	208.1	8.8	93	11	1.3	10.3	0.47	68	32	22	69	63
4	34	206.7	10.5	92	217.4	9.1	97	11	1.0	7.1	2.13	98	34	27	79	80

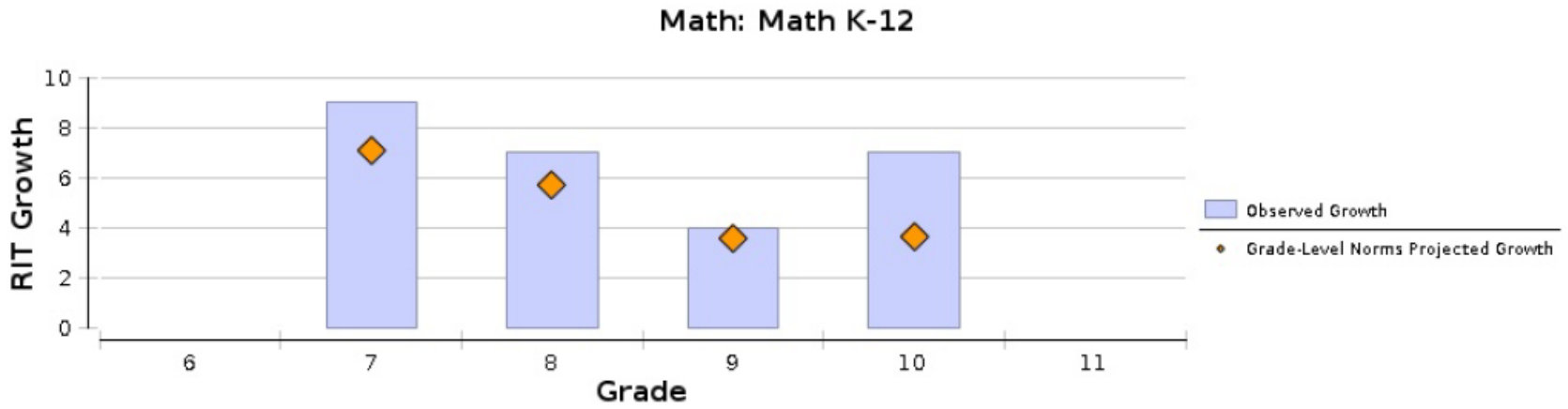


LCHS Math Growth

Liberty Common High School

Math: Math K-12

		Comparison Periods								Growth Evaluated Against						
		Fall 2022			Spring 2023			Growth		Grade-Level Norms			Student Norms			
Grade (Spring 2023)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
6	0	**			**			**					**			
7	92	233.8	11.3	94	242.6	10.9	96	9	0.7	7.1	0.83	80	92	59	64	65
8	87	245.4	14.3	98	252.7	16.7	99	7	0.7	5.7	0.66	75	87	63	72	67
9	90	247.7	15.6	98	251.8	15.9	98	4	0.7	3.6	0.27	60	90	54	60	58
10	89	256.1	14.1	99	262.6	15.6	99	7	0.7	3.6	1.42	92	89	68	76	65
11	1	*			*			*					*			

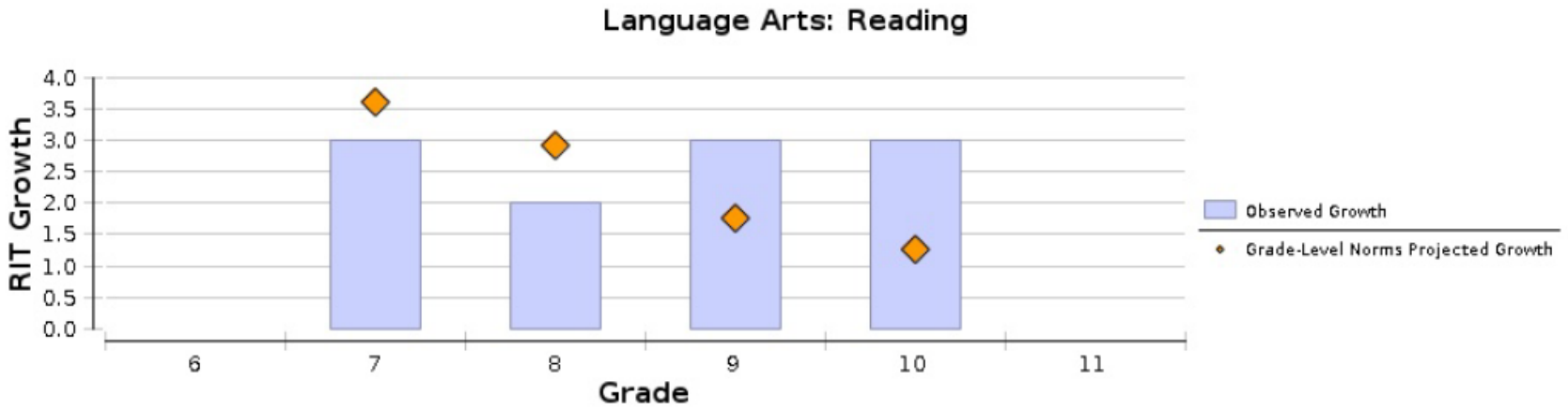


LCHS Reading Growth

Liberty Common High School

Language Arts:
Reading

		Comparison Periods								Growth Evaluated Against						
		Fall 2022			Spring 2023			Growth		Grade-Level Norms			Student Norms			
Grade (Spring 2023)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
6	0	**			**			**					**			
7	92	226.9	10.6	96	229.8	9.8	94	3	0.6	3.6	-0.40	34	92	48	52	48
8	87	232.8	12.1	97	234.9	12.0	96	2	0.8	2.9	-0.40	34	87	44	51	50
9	91	234.7	12.0	95	237.2	11.3	96	3	0.7	1.7	0.38	65	91	52	57	59
10	90	240.6	9.5	99	243.9	9.9	99	3	0.7	1.3	1.23	89	90	54	60	63
11	1	*			*			*					*			

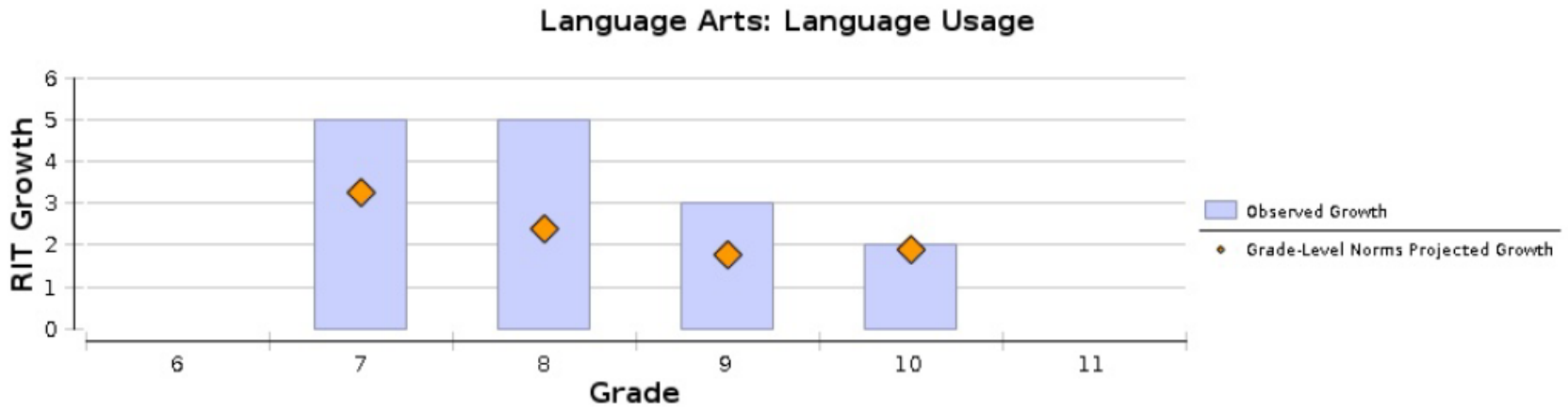


LCHS Language Usage Growth

Liberty Common High School

Language Arts:
Language Usage

		Comparison Periods								Growth Evaluated Against						
		Fall 2022			Spring 2023			Growth		Grade-Level Norms			Student Norms			
Grade (Spring 2023)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
6	0	**			**			**					**			
7	92	227.7	8.9	99	232.5	8.8	99	5	0.7	3.2	1.16	88	92	61	66	69
8	87	234.4	11.7	99	238.9	11.4	99	5	0.7	2.4	1.44	93	87	58	67	66
9	91	234.6	9.9	99	237.4	11.0	99	3	0.7	1.8	0.74	77	91	53	58	65
10	90	240.0	9.1	99	241.8	15.6	99	2	1.3	1.9	-0.05	48	90	52	58	63
11	1	*			*			*					*			



Student Growth for CMAS

The Aristotle Campus did not have any CMAS growth results since this was the first year of testing. Two years of testing are needed to show growth.

SUBJECT	EMH_LEVEL	GR	CATEGORY	SUBCATEGORY	N_COUN	MEDIAN_SGP_COHOR	MEDIAN_SGP_BASELIN	TOTAL_TEST_PART_DI	TOTAL_TEST_PART_NM	TOTAL_TEST_PART_PC
MATH	All EMH Levels	04	ALL STUDENTS	All Students	114	57.0	55.0	132	132	100.0%
ENGLISH LAI	All EMH Levels	04	ALL STUDENTS	All Students	114	64.5	58.0	132	132	100.0%
MATH	All EMH Levels	05	ALL STUDENTS	All Students	85	41.0	47.0	89	88	98.9%
ENGLISH LAI	All EMH Levels	05	ALL STUDENTS	All Students	84	50.0	58.5	89	87	97.8%
MATH	All EMH Levels	06	ALL STUDENTS	All Students	74	58.5	62.0	84	84	100.0%
ENGLISH LAI	All EMH Levels	06	ALL STUDENTS	All Students	74	47.0	49.5	84	84	100.0%
MATH	All EMH Levels	07	ALL STUDENTS	All Students	77	58.0	55.0	92	92	100.0%
ENGLISH LAI	All EMH Levels	07	ALL STUDENTS	All Students	75	31.0	30.0	92	90	97.8%
MATH	All EMH Levels	08	ALL STUDENTS	All Students	73	28.0	34.0	87	83	95.4%
ENGLISH LAI	All EMH Levels	08	ALL STUDENTS	All Students	75	48.0	51.0	87	83	95.4%
MATH	Middle School	ALL	ALL STUDENTS	All Students	224	51.0	51.0	263	259	98.5%
MATH	Elementary School	ALL	ALL STUDENTS	All Students	199	51.0	53.0	343	340	99.1%
MATH	All EMH Levels	ALL	ALL STUDENTS	All Students	423	51.0	53.0	606	599	98.8%
ENGLISH LAI	Middle School	ALL	ALL STUDENTS	All Students	224	44.0	45.0	263	257	97.7%
ENGLISH LAI	All EMH Levels	ALL	ALL STUDENTS	All Students	422	51.5	51.0	606	596	98.3%
ENGLISH LAI	Elementary School	ALL	ALL STUDENTS	All Students	198	61.0	58.0	343	339	98.8%

- MGP COHORT: The statewide median growth percentile (MGP) resets each year to 50. This is the approach that the state has historically used. Because it is norm-referenced against the current cohort of students, major changes in statewide trends may be masked.

- MGP BASELINE: Compares current student progress against previous-year expectations so MGPs can vary above and below 50, indicating whether students made more or less progress than historical peers. This approach

SAT SUITE: This year's seniors scored a remarkable 1267 average on the SAT, earning the 2nd highest average score in the state of Colorado. Our PSAT 10 scores and the PSAT 9 scores were also excellent. We continue to use the data from these assessments to identify struggling students who are below their grade level benchmark in Math or Language. The SAT Suite supplements the NWEA testing with additional diagnostic data.

One of the specific uses of the SAT data is to verify students have met a new graduation requirement from the State of Colorado requiring schools to demonstrate student performance in Math and English through some objective measure, most often through a score of 470/500 on the Language/Math sections of the SAT. Seven LCHS students failed to meet this requirement on the basis of the SAT. Two of those students have left the school, and the remaining five will seek to meet the requirement through a retake of the SAT, taking the ACT or ASVAB, and concurrent enrollment credit in mathematics.

SAT School Day April 2023, 11th grade Scores & Benchmarks

Group	Number of Test Takers	% Test Takers Met Both Benchmarks	% Test Takers Met ERW Benchmark	% Test Takers Met Math Benchmark	Total Score (400-1600)	Section Scores (200-800)	
						EBRW	Math
School	80	89%	99%	89%	1267	633	634
District	1904	46%	71%	47%	1059	538	521
State	55898	34%	59%	35%	989	505	484
Total Group	1079977	28%	52%	30%	961	490	470

PSAT 10 April 2023, 10th grade - Scores & Benchmarks

Group	Number of Test Takers	% Test Takers Met Both Benchmarks	% Test Takers Met ERW Benchmark	% Test Takers Met Math Benchmark	Total Score (320-1520)	Section Scores (160-760)	
						EBRW	Math
School	91	90%	99%	90%	1163	601	561
District	1767	56%	80%	58%	1006	516	490
State	55562	36%	65%	38%	931	476	455
Total Group	246683	32%	59%	34%	909	462	448

PSAT 8/9 April 2023, 9th grade - Scores & Benchmarks

Group	Number of Test Takers	% Test Takers Met Both Benchmarks	% Test Takers Met ERW Benchmark	% Test Takers Met Math Benchmark	Total Score (240-1440)	Section Scores (120-720)	
						EBRW	Math
School	90	86%	97%	88%	1088	544	544
District	1892	63%	81%	66%	974	492	482
State	58303	43%	64%	47%	891	450	441
Total Group	231139	40%	60%	43%	877	443	434

AP EXAMS: Scores were generally quite strong across the 2023 AP tests taken by LCHS students. Scores were in almost every case (physics and drawing being the exceptions) substantially above the national average and students earned hundreds of collective college credits. U.S. Government remains an outlier with an average score lower than 3, but showed an upward trend for the second consecutive year. Dr. Penning's leadership in the course has continued this trend, and it is worth noting the average national score on this exam is a low 2.59. Under his watch, the LCHS average has improved from 9% to 10% above the national average. It is also worth noting that our three new AP offerings provided a variety of results, and we will keep a close eye on the reports from 2023-2024 to identify trends and areas for improvement.

Subject	5	4	3	2	1	Total Students	2022 Average	2023 Average Score	National Average	% +/- Nat'l Avg
2-D Art and Design	1	6	2	0	0	9	4.00	3.89	3.36	16%
3-D Art and Design	0	1	0	0	0	1		4.00	3.07	30%
Art History	5	5	4	0	0	14	3.93	4.07	3.04	34%
Biology	4	3	10	1	0	18	3.71	3.56	3.04	17%
Calculus AB	3	0	1	0	0	4	3.92	4.50	2.99	51%
Calculus BC	13	4	2	1	0	20	4.86	4.45	3.75	19%
Chemistry	1	1	1	1	0	4	3.25	3.50	3.26	7%
Computer Science A	3	8	2	0	0	13	4.60	4.08	3.21	27%
Drawing	0	1	2	0	0	3	4.00	3.33	3.47	-4%
English Lang and Comp	3	4	3	1	0	11	3.55	3.82	2.82	35%
Englist Lit and Comp	10	10	4	0	0	24	4.40	4.25	3.26	30%
Latin	0	3	0	0	0	3		4.00	2.79	43%
Music Theory	2	2	1	0	0	5	3.80	4.20	3.02	39%
Physics C: Electricity and Magnetism	2	2	2	4	1	11		3.10	3.49	-11%
Physics C: Mechanics	3	1	4	2	1	11		3.27	3.40	-4%
Spanish Lang and Cult	0	3	0	0	0	3	3.25	4.00	3.59	11%
Statistics	3	7	6	4	0	20	3.40	3.45	2.89	19%
US Gov and Pol	0	2	2	3	0	7	2.80	2.86	2.59	10%
US History	6	5	12	7	2	32	3.13	3.19	2.54	26%
Totals	**58**	**61**	**56**	**24**	**4**	**213**	**3.82**	**3.76**		**20.79%**

Liberty Common High School
School Profile | 2023-2024

CEEB Code: 060607

Mission Statement:
The mission of Liberty is to provide excellence and fairness in education for school children through a common foundation by successfully teaching a contextual body of organized knowledge, the skills of learning including higher order thinking, and the values of a democratic society. Liberty recognizes the value of inclusiveness, or providing access to a broad cross-section of the community, so that students from all backgrounds can benefit from Liberty's educational offering. Liberty acknowledges the leadership of teachers in the classroom, and recognizes the responsibility of each student for his/her academic effort.

Contact Info

2745 Minnesota Dr.
Fort Collins, CO 80525

P: (970) 672-5500
F: (970) 672-5499

www.libertycommon.org

LCHS Adminstration

Robert Robinson
Principal
rrobinson@libertycommon.org

Kathleen Kearney
Assistant Principal
kkearney@libertycommon.org

Christopher Reynolds
Assistant Principal
creynolds@libertycommon.org

College Center

Diane Campbell
Director of College Counseling
dcampbell@libertycommon.org
(970) 672-5520

School Overview:
Liberty Common High School (LCHS) is a tuition-free, public high school, chartered by the Poudre School District in Fort Collins, CO. The school consistently leads Colorado in academic achievement, delivering a college-preparatory, classical liberal-arts curriculum accentuating math, science and engineering in a small-school environment. LCHS graduated its inaugural class in May, 2013.

Distinguished Programs: House System

The LCHS House System is a student-organizational structure designed to manage students through the establishment of vertical divisions to achieve specific academic and student-life objectives. The system supplants the traditional horizontal groupings of school class, age, and grade level by creating smaller integrated communities of students within the school. It provides a framework for student governance allowing greater opportunity for development of meaningful leadership. All grades are divided into five groups called "Houses": **Domus Fortitudinis** (House of Fortitude), **Domus Gratitudinis** (House of Gratitude), **Domus Justitiae** (House of Justice), **Domus Prudentiae** (House of Prudence), and **Domus Temperantiae** (House of Temperance).

Extracurricular Activites

Students participate in a wide variety of clubs and activities, including music, athletics, and academic competitions: Key Club, FBLA, Knowledge Bowl, Science Bowl, Ocean Bowl, Cyber Patriot, Robotics, Junior Classical League, and Grandparents Day.



357 Students
Grades 9-12



Class of 2024
76 Students



Class of 2023
67 Students

- 72% attending 4-year college
- 6% attending 2-year college
- 18% work or gap year

SAT

Year	Average	EBRW	Math
2023	1267	633	634
2022	1248	623	625

PSAT 10

Year	Average
2023	1163
2022	1156

May 2023 AP Exam - 114 Students

58 exams received a score of 5
61 exams received a score of 4
56 exams received a score of 3
18 AP Scholars
9 AP Scholars w/ Honor
9 AP Scholars w/ Distinction
Total AP Scholars are = 36
Average Score = 3.76



National Merit Finalists
2023 - 3
2022 - 0

Overview

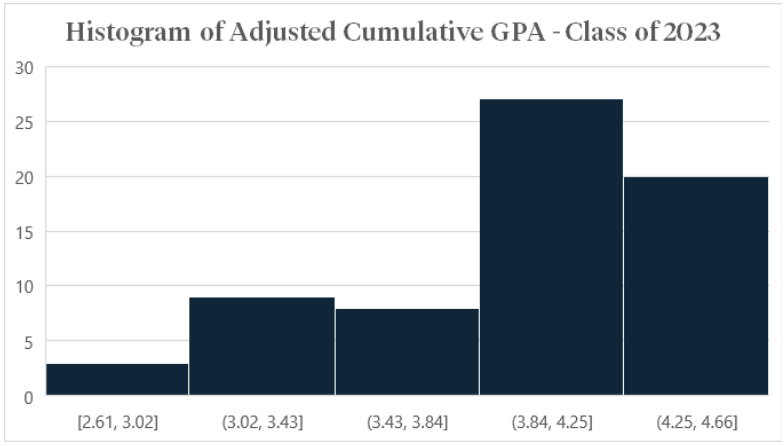
Scheduling:
LCHS operates a standard schedule based upon an 8-period day, resulting in 5 hours of credit per course, per semester.

Grade Point Average:
Only courses taken at LCHS count toward a student's GPA. Passing grade is 70%. Valedictorian determined by the weighted GPA.

Cumulative GPA A=4.0, B=3.0, C=2.0, D=1.0, F=0

Class Rank. LCHS does not rank its students.

Weighted GPA. Advanced Placement (AP) and select college-level (CL) courses receive an additional 1.0 points. Honors course (H) receive an additional .5 point. Non-weighted elective courses receive no additional points.



Graduation Requirements

Subject Area	Required Credits
English	45
History	45
Math	40
Science	40
Foreign Language *Must complete Latin 2 and two addtional	20
Finance	5
Introduction to Engineering	5
Health/Physical Education	5
Electives	35
Total Credits	**240**

GPA for the Class of 2023

Through 8 semesters; 67 students

Weighted	Top Decile	4.46–4.55
	1st Quartile	4.32–4.55
	2nd Quartile	4.11–4.31
	3rd Quartile	3.75–4.10
	4th Quartile	2.61–3.74
Unweighted	Top Decile	4.0
	1st Quartile	3.89–4.0
	2nd Quartile	3.67–3.88
	3rd Quartile	3.27–3.66
	4th Quartile	2.24–3.26

Weighted Grade-Point Scale

Grading Scale	Quality Points			
Numerical Scale	Letter Grade	Simple	Weighted (H)	Weighted (AP/CL)
89.5–100	A+, A, A-	4	4.5	5
79.5–89.4	B+, B, B-	3	3.5	4
69.6–79.4	C+, C, C-	2	2.5	3
59.5–69.4	D+, D, D-	1	1	1
59.4/below	F	0	0	0

LCHS Course Offerings

17 AP Courses, 22 Honors (H), 6 Dual Enrollment/College Level (CL)

English (45 Credits Required)

Western Literature (H), British Literature (H), American Literature (H), Composition II (H), Business and Technical Writing, Comic Literature, World Literature, Basic Speech, Debate, Theatre, Intro to Classical Philosophy, **AP Language and Composition**, **AP Literature and Composition**

History (45 Credits Required)

Economics (H), Foundations in Western Civilization (H), World History (H), United States History (H), American Government (H), American Civil War 1861-1865, Vietnam War 1945-1975, **AP United States History**, **AP United States Government and Politics**, Principles of Liberty: American Political Philosophy, Western Civilization: Renaissance and Reformation, Western Civilization: The Middle Ages, **AP Microeconomics**

Foreign Language (20 credits required) *2 years Latin + 2 additional

Latin 1, 2, 3, 4, 5, 6, **AP Latin**; French 1, 2, 3, 4; Spanish 1, 2, 3, 4, **AP Spanish**

Mathematics (40 Credits Required)

Algebra I (H), Geometry (H), Algebra II & Trigonometry (H), College Algebra (H), College Trigonometry (H), **Pre-Calculus (CL)**, **AP Calculus AB, AP Calculus BC, Calculus III (CL), AP Statistics (CL)**

Science (40 Credits Required)

Biology (H), Chemistry (H), Physics (H), **AP Chemistry, AP Biology, AP Physics C**, Conceptual Chemistry and Physics, Astronomy, Anatomy and Physiology, Geology

Computer Science

Computer Technology, Introduction to Programming, Art of Web Design, Computer Security Fundamentals, **AP Computer Science**

Music

Jazz Band, Liberty Singers, Concert Band, String Orchestra, Introduction to Music Theory, Musical Theatre Production, **AP Music Theory**

Engineering

Introduction to Engineering, Electrical and Computer Engineering, Electrical and Computer Engineering 2, Bioengineering, Mechanical Engineering, Robotics Engineering, Senior Engineering Design

Art

Studio Art Foundations, Graphic Design Foundations, Intermediate Graphic Design, Drawing Foundations, Intermediate Painting and Drawing, Ceramics Foundations, 3-D Design Foundations, Intermediate 3-D Design and Sculpture, Photography Foundations, Intermediate Photography, **AP Art & Design, AP Art History**

Physical Education/Health

Health, Physical Education Fitness/Weight Training, Team Sports, Social Dance

Appendix E

Facilities

- **Statement on Facilities**
- **Aristotle Campus Sublease Agreement**

Facilities Overview-

Liberty Common School consists of a K-6 "Plato" campus at 1725 Sharp Point Dr., Fort Collins, CO 80525, a 7-12 campus at 2745 Minnesota Dr., Fort Collins, CO 80525, and a subleased K-6 "Aristotle" campus at 2130 W. Horsetooth Rd., Fort Collins, CO 80526. Liberty is the sole tenant of all buildings. The Plato campus and the 7-12 campus are owned by the LCS Building Corporation. The Aristotle campus is owned by Colorado Early Colleges. All buildings are in sound physical condition with no deferred maintenance. Students and faculty are able to focus on their academic pursuits without concerns about potential hazards or threats to their comfort or safety on campus. This will continue to be the standard for Liberty Common in perpetuity.

All campuses have had security upgrades to include additional cameras, keyless-door entries, locked vestibules, and integrated communications. A professional security audit was conducted in 2023 by the Makhaira Group, which reported positively on the secure status of the facilities. LCS addressed Makhaira Group's recommendations and implemented strategies to address vulnerabilities.

Future upgrades to existing facilities will occur as financial prudence allows. It has always been LCS's priority to plan out short and long-term facility needs to ensure we are financially prepared to maintain both buildings in excellent condition.

LCS forecasts acquiring a facility to accommodate grades 7-8 to open in August 2025, and will apply prudent financial stewardship consistent with the school's facilities management since 1996.

SUBLEASE AGREEMENT

by and between

COLORADO EARLY COLLEGES,
as Sub Lessor

and

Liberty Common School,
as Sub Lessee

Dated as of June 1, 2022

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT as amended or supplemented from time to time, this ("Lease") is dated as of June 1, 2022, but shall be effective on the date it is mutually signed by and delivered by the parties hereto ("Effective Date"), and is entered into by and between Liberty Common School ("LCS"), with an address of 2745 Minnesota Drive, Fort Collins, CO 80525, United States, as sub lessee, and Colorado Early Colleges (hereinafter "CEC" and shall include any successors or assigns), with an address of 4424 Innovation Drive, Fort Collins, CO 80525, as sub lessor. LCS and CEC are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, certain of the capitalized terms used in the preamble hereto are defined in Article I of this Lease; and

WHEREAS, the Parties are both Colorado nonprofit corporations and public charter schools duly organized and validly existing pursuant to the Charter Schools Act, Article 30.5 of Title 22, Colorado Revised Statutes (the "Charter Schools Act"); and

WHEREAS, the Parties are authorized by the Charter Schools Act to contract with a third party for the use of a school building and grounds; and

WHEREAS, LCS (a) is duly qualified to do business in the State, and (b) is authorized under its articles of incorporation, bylaws, action of its governing body, and applicable law, to own and manage its properties, to conduct its affairs in the State, to sublease the Premises (defined below) pursuant to this Lease and to otherwise act in the manner contemplated herein; and

WHEREAS, CEC (a) is duly qualified to do business in the State, and (b) is authorized under its articles of incorporation, bylaws, action of its governing body and applicable law, to own and manage its properties, to conduct its affairs in the State, to sublease the Premises (defined below) pursuant to this Lease, and to otherwise act in the manner contemplated herein; and

WHEREAS, CEC entered into a lease ("Master Lease," which shall include any future leases for the Premises (defined below)) for the Premises, with Aurora Charter School BC (the "Corporation"), a nonprofit corporation; and

WHEREAS, the execution, delivery and performance of this Lease by the Parties are in their respective best interest, serve a public purpose, and have been duly authorized by the governing boards of the Parties; and

WHEREAS, CEC desires to lease the Premises to LCS and LCS desires to lease the Premises from CEC, pursuant to the terms and conditions and for the purposes set forth in this Lease, subject in all respects to the liens evidenced by the Loan Agreement and the Deed of Trust; and

WHEREAS, the Base Rents and Additional Rents (all as hereinafter defined) payable by LCS hereunder shall constitute currently appropriated expenditures of LCS and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of LCS or a mandatory charge or requirement against LCS in any Fiscal Year (as hereinafter defined) beyond the Fiscal Year for which such payments have been appropriated.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations contained in the recitals above, which are material terms of this Lease, covenants and warranties herein contained, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The following terms, except where the context indicates otherwise, shall have the meanings in this Lease set forth below:

"*Additional Rents*" means the cost classified as such in Sections 6.02 and 8.03 herein.

"*Authorized CEC Representative*" means any person with the titles Chief Executive Administrator of CEC or President of the CEC board, and any person from time to time designated to act on behalf CEC by written certificate furnished to LCS and the Corporation, containing the specimen signature of such person and signed by an officer of CEC; the certificate may designate an alternate or alternates.

"*Authorized LCS Representative*" means any person with the titles Head Master or President of the LCS board, and any person from time to time designated to act on behalf of LCS by written certificate furnished to CEC and the Corporation, containing the specimen signature of such person and signed by an officer of LCS; the certificate may designate an alternate or alternates.

"*Base Rent Payment Date*" means the first day following the Effective Date, and thereafter on or before the first day of each month, in advance.

"*Base Rents*" means the base rent payments payable by LCS pursuant to Section 6.02 hereof, as they may be amended hereunder, during the Lease Term, which constitute the base rent payments due and payable by LCS for and in consideration of the right to use the Premises during the Lease Term.

"*Bond Counsel*" means Kutak Rock LLP.

"*Business Day*" means any day other than a Saturday, a Sunday or a day on which banking institutions in the State are authorized to close.

"*Charter Authorizer*" as applied to CEC means the Colorado Charter School Institute, an independent agency within the Colorado Department of Education or any successor authorizer pursuant to which CEC is granted a charter under the Charter Schools Act and as applied to LCS

means Poudre School District or any successor authorizer pursuant to which LCS is granted a charter under the Charter Schools Act.

"*Charter Schools Act*" means the Charter Schools Act, Article 30.5 of Title 22 of the Colorado Revised Statutes, as amended, or any successor act thereto.

"*Deed of Trust*" means any deed of trust, assignment of rents, security agreement, and fixture filing relating to the Premises.

"*Event of Default*" means one or more events as defined in Section 12.01 hereof.

"*Excluded Party(ies)*" means all persons real or corporate other than LCS and CEC.

"*Fiscal Year*" means either LCS's or CEC's fiscal year, both of which begin on July 1 of a given year and end on June 30 of the following year.

"*Force Majeure*" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other causes not within the control of the Parties, and specifically excluding loss of the LCS's charter contract.

"*Financier(s)*" means any person, real or corporate, that provides financing related to the Premises including the Trustee or any person, real or corporate, that serves as a trustee, conduit issuer, underwriter, issuer, or holder in relation to financing for the Premises.

"*Indenture*" means any indenture of trust relating to the Premises.

"*Lease*" means this Lease Agreement, dated as of the Effective Date, by and between LCS and CEC and any amendments or supplements hereto, including all exhibits hereto and thereto.

"*Lease Term*" means the period starting on July 1, 2022 and ending on June 30, 2025, during which LCS is the lessee of the Premises under this Lease as provided in Section 4.01 hereof. Certain provisions of this Lease survive the expiration or end of the Lease Term as provided in Section 4.01(c) hereof.

"*Loan Agreement*" means any loan and security agreement or any other instrument used to secure financing for the Premises, including, but not limited to, the current tax-exempt financing for the Premises.

"*Net Proceeds*" means, when used with respect to any insurance payment or condemnation award relating to the Premises, the gross proceeds thereof less the expenses (including attorneys' fees) incurred in the collection of such gross proceeds.

"*Premises*" means the real property located at 2130 W. Horsetooth Road, Fort Collins, CO 80526, and all improvements now or in the future located thereon, as from time to time amended

or supplemented, together with all other property that may be designated as part of the Premises in any amendment or supplement hereto, less any property damaged, destroyed or condemned as provided in Section 9.01 hereof. A legal description of the Premises is included in Exhibit A hereto, and is hereby incorporated into the Lease.

"*Rent*" means Base Rents, and Additional Rents.

"*Requirement of Law*" means any material federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common law doctrine or theory, any provision or condition of any permit required to be obtained or maintained, any restrictive covenant on the Land, or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to environmental, health or safety matters.

"*State*" means the State of Colorado.

"*Trustee*" means the paying agent, the registrar and the trustee under the Indenture, or any successor corporate trustee.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties of LCS. LCS represents, covenants and warrants, for the benefit of CEC, and its successors and assigns, including without limitation, the Corporation, and Financiers as follows:

(a) LCS is and will remain, a Colorado nonprofit corporation and a public charter school duly organized and validly existing under the Charter Schools Act. LCS is authorized by the Charter Schools Act, (i) to lease the Premises from CEC pursuant to this Lease, and (ii) to execute, deliver and perform its obligations under this Lease. The execution, delivery and performance of this Lease have been duly authorized by LCS and the Lease is enforceable against LCS in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and equitable principles, whether considered at law or in equity.

(b) Nothing in this Lease shall be construed as diminishing, unlawfully delegating or otherwise restricting any of the sovereign powers of LCS. Nothing in this Lease shall be construed to require LCS to operate the Premises other than as lessee or sublessee under the requirements of this Lease.

(c) The execution, delivery, and performance of this Lease are in the best interests of LCS, serve a public purpose, and have been duly authorized by the governing board of LCS.

(d) None of the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions of this Lease, or the consummation of the transactions contemplated by this Lease, conflicts with or results in a breach of the terms, conditions, or provisions of LCS's charter contract, or of any material restriction or any agreement or instrument to which LCS is now a party or by which LCS is bound, or constitutes a default under any of the foregoing or, except as specifically provided in this Lease, results in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of LCS.

(e) There is no litigation or proceeding pending or, to the knowledge of LCS, threatened against LCS or any other person affecting the right of LCS to execute and deliver this Lease, the ability of LCS to make the payments required hereunder, or the ability of LCS otherwise to comply with its obligations under this Lease.

(f) The Premises will be operated in accordance with all Requirements of Law.

(g) LCS will recognize economic and other benefits by leasing the Premises.

(h) LCS will provide written notice to CEC, and the Corporation immediately (not later than 5 days after such event) in the event LCS receives notice that LCS's charter contract is being recommended for revocation, revoked, not renewed or proceedings are commenced with respect to a revocation.

(ii) On June 1, 2022, LCS submitted Form 1023, *Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code* to the Internal Revenue Service. LCS anticipates that it will receive recognition as a tax-exempt 501(c)3 entity effective as of June 1, 2022, or an earlier date. LCS agrees to diligently pursue receiving recognition of as a tax-exempt 501(c)3 entity and that it will provide copies of any correspondence regarding said recognition to CEC within five (5) business days of receipt. After receiving 501(c)3 recognition, LCS agrees to maintain such 501(c)3 status at all times during this Lease. If LCS's application for 501(c)3 status is denied or revoked, it shall be considered a default under Section 12.1 of this Lease. In addition, if LCS fails to receive 501(c)3 status retroactive to June 1, 2022, by July 1, 2024, it shall be deemed a default under Section 12.1 of this lease and this Lease shall automatically terminate.

(i) For the term of this Lease, upon dissolution of LCS, all of LCS assets shall be transferred to its Authorizer.

Section 2.02. Representations, Covenants and Warranties of CEC. CEC represents, covenants and warrants, for the benefit of LCS, as follows:

(a) CEC is authorized by Section 22-30.5-507(8)(b) of the Charter Schools Act, (i) to sublease the Premises to LCS pursuant to this Lease, and (ii) to execute, deliver and perform its obligations under the Master Lease and this Lease. The execution, delivery and performance of this Lease have been duly authorized by CEC and the Lease is enforceable against CEC in accordance with its terms.

(b) This Lease is enforceable against CEC, subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and equitable principles, whether considered at law or in equity.

(c) The Premises will be leased by CEC in accordance with all Requirements of Law.

(d) None of the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions hereof, or the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which CEC is now a party or by which CEC is bound or constitutes a default under any of the foregoing.

(e) To the extent allowed under the Master Lease, CEC may assign this Lease, its rights to payments from LCS or its duties and obligations hereunder or thereunder to any other person, firm or corporation.

(f) There is no litigation or proceeding pending or, to the knowledge of CEC, threatened against CEC or any other Person affecting the right of CEC to execute and deliver this Lease or the ability of CEC otherwise to comply with its obligations under this Lease.

Section 2.03. Permitted Use. LCS shall use the Premises for LCS's operation of a public charter school and for no other purposes except as approved by CEC in writing. LCS shall not commit or suffer any waste on the Premises nor shall LCS permit any nuisance to be maintained on the Premises or permit any disorderly conduct or other activity having a tendency to annoy or disturb any occupants of any part of the Premises or any adjoining property.

ARTICLE III

DEMISING CLAUSE

CEC demises and leases the Premises to LCS for LCS's use as an educational facility, as defined in the Charter Schools Act in performing one or more governmental purposes, in accordance with the provisions of this Lease, subject only to encumbrances approved by CEC and the Corporation in writing, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01. Lease Term.

(a) The Lease Term shall expire or end upon the earliest of any of the following events:

(i) an Event of Default and termination of this Lease by CEC or its assigns, including, without limitation, the Financiers, or the Corporation as provided in Article XII hereof;

(ii) If the Corporation defaults on any loan, bond, or financial instrument financing the Premises the Financier or anyone acting in place of the Financier shall have right to terminate Lease or keep it place; or

(iii) if LCS or one of its affiliated entities exercises its Purchase Option (as defined in a separate agreement between the Parties) and closes on the purchase of the Premises.

(b) The expiration or end of the Lease Term shall terminate all unaccrued obligations of LCS under this Lease and shall terminate LCS's rights of possession under this Lease (except to the extent of the holdover provisions of Section 12.02(c)(i) hereof); provided however, all obligations of LCS that have accrued hereunder prior to such termination or expiration shall continue until they are paid, performed and discharged in full.

Section 4.02. LCS's Annual Right to Not Renew the Lease. In the event that LCS shall determine, to not exercise its annual right to renew this Lease through an Event of Nonappropriation, effective on June 30 of any Fiscal Year, LCS shall give written notice to such effect to the Charter Authorizer, CEC, and the Corporation not later than April 15 of the current Fiscal Year; provided, however, that a failure to give such notice shall not constitute an Event of Default, nor prevent LCS from choosing not to renew this Lease, nor result in any liability on the part of LCS. The exercise of LCS's annual option to not renew this Lease shall be conclusively determined by LCS's failure, for any reason (subject, however, to the cure rights set forth in Section 6.05 (iii) and (iv) hereof), (a) to appropriate by June 30th of each Fiscal Year (i) sufficient amounts authorized and directed to be used to pay all Base Rents due in the next ensuing Fiscal Year in accordance with Section 6.02(c) hereof and (ii) sufficient amounts authorized and directed to be used to pay such Additional Rents as are estimated to become due in the next ensuing Fiscal Year; or (b) upon the occurrence of any of the other events described in the definition of Event of Nonappropriation herein. The chief financial officer of LCS (or any other officer at any time charged with the responsibility of formulating budget proposals with respect to payments under this Lease) is hereby directed to include, in the annual budget proposals submitted to the governing body of LCS, items for all payments required under this Lease during the next ensuing Fiscal Year, until such time, if any, as LCS may determine not to renew this Lease; it being the intention of LCS that any decision not to renew this Lease shall be made solely by the governing board of LCS

and not by any other department, agency or official of LCS. LCS shall in any event furnish to CEC proof of appropriation relating to Base Rents or Additional Rents under this Lease promptly upon the adoption thereof by LCS as evidenced by a resolution of LCS, but no later than June 30th of each Fiscal Year. Such resolution shall be signed by an Authorized LCS Representative and shall bind LCS to pay Base Rents and Additional Rents in the next ensuing Fiscal Year.LCS, but no later than June 30th of each Fiscal Year. Such resolution shall be signed by an Authorized LCS Representative and shall bind LCS to pay Base Rents and Additional Rents in the next ensuing Fiscal Year.

ARTICLE V

ENJOYMENT OF PREMISES

CEC hereby covenants that during the Lease Term and so long as LCS complies with the provisions hereof and the Master Lease is in effect, LCS shall peaceably and quietly have and hold and enjoy the Premises without suit, trouble or hindrance from CEC, except as expressly required or permitted by this Lease. CEC shall not interfere with the quiet use and enjoyment of the Premises by LCS during the Lease Term so long as no Event of Default shall have occurred. CEC shall, at the request of LCS and at the cost of LCS, but only to the extent amounts for Additional Rents which have been specifically appropriated by LCS are available for the payment of such costs, join and cooperate fully in any legal action in which LCS asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Premises. In addition, LCS may at its own expense join in any legal action affecting its possession and enjoyment of the Premises and shall be joined in any action affecting its liabilities hereunder.

ARTICLE VI

PAYMENTS BY THE CHARTER SCHOOL

Section 6.01. Payments to Constitute Currently Appropriated Expenditures of LCS; No Lien on LCS moneys.

(a) CEC and LCS acknowledge and agree that the Base Rents, and Additional Rents hereunder shall constitute currently appropriated expenditures of LCS and may be paid from any legally available funds. LCS's obligations under this Lease shall not constitute a mandatory charge or requirement for payment of any amounts in excess of amounts appropriated for any Fiscal Year beyond the Fiscal Year for which such appropriation has been made. No provision of this Lease shall be construed or interpreted as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of either LCS or CEC within the meaning of any constitutional or statutory limitation or requirement. No provision of this Lease shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of LCS or CEC, within the meaning of Sections 1 or 2 of Article XI of the Constitution of the State.

(b) This Lease does not directly or indirectly obligate LCS to make any payments beyond those appropriated for any Fiscal Year for which such payments have been appropriated. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of moneys of LCS.

Section 6.02. Rent.

(a) ***Net Lease.*** This Lease shall be deemed and construed to be a "triple net lease," and LCS shall pay absolutely all operating and other costs of the Premises, and taxes, during the Lease Term, including the Base Rents, Additional Rents, and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff (other than credits against Rent expressly provided for in this Lease). To the fullest extent allowed by law, this Lease shall be a "triple net lease."

(b) ***Base Rents Years.*** From Effective Date, through June 30, 2025, this Lease shall be triple net lease. LCS will pay Base Rent, and Additional Rents. Additionally, LCS shall be responsible, at no cost to CEC, for the management of the Premises including all maintenance, repair, and replacement, at its expense, including but not limited to janitorial services, painting, and the maintenance, repair and replacement of floor covering, ordinary wear and tear excluded. From the Effective Date, through June 30, 2025, LCS shall pay or cause to be paid Base Rents directly to CEC, on the Base Rent Payment Dates the following amounts:

(i) Base Rent for the Lease Term is $58,333.33 per month;

(c) ***Additional Rents.***

(i) LCS shall pay Additional Rents during the Lease Term as herein provided.

(ii) CEC shall provide a reasonable estimate of monthly Additional Rent based on past years of operation and LCS shall include the estimated Additional Rent as a line item in its budget for each fiscal year and shall provide a budget approved by LCS board evidencing the same by August 1st of each fiscal year and a failure to do so shall be an Event of Default.

(iii) LCS's Additional Rent shall be based on the full cost for operating the Premises the cost of which shall be paid directly by LCS.

(A) The cost of premiums for casualty and property damage insurance with respect to the Premises.

(B) The cost of applicable taxes (which is limited to property taxes and any taxes associated with the Premises), utility charges, snow removal, and refuse removal, for the Premises.

(C) the cost of maintenance, repair, and replacement for all portions of the Premises; however, the following, whether incurred with respect to the Premises.

(iv) LCS shall be responsible, at no cost to CEC, for the management of the Premises including all maintenance, repair, and replacement, at its expense, of all portions of the Premises.

(d) **Increases in Additional Rents.** In the event the Additional Rents in any Fiscal Year exceed the amount for which appropriation has been made, the Authorized CEC Representative (or any other officer at any time charged with the responsibility of formulating budget proposals with respect to payments under this Lease) shall submit to LCS a revised Additional Rent estimate and the Authorized LCS Representative (or any other officer at any time charged with the responsibility of formulating budget proposals with respect to payments under this Lease) shall submit a budget proposal to LCS's board evidencing the funding for the amount of such excess Additional Rents for such Fiscal Year. LCS hereby agrees to place on its board's agenda a budget amendment as soon as practical to appropriate funds to pay for Additional Rents in excess of what has already been budgeted. In the event the Lease Term is continued for the next ensuing Fiscal Year, LCS's obligation under this Lease to pay Additional Rents during such Fiscal Year shall increase by any Additional Rent not paid in the prior fiscal year.

(e) ***Audit.*** LCS shall have the right, one time each Fiscal Year between October 1st and December 1st of a given year to, after thirty (30) days' prior written notice given before October 1st ("Audit Notice") and during normal business hours, to examine CEC's books and records relating to Additional Rents for the prior Fiscal Year. Unless LCS objects to CEC's calculation of Additional Rents before January 1st of a given Fiscal Year, such Additional Rents for the prior fiscal year shall be deemed conclusively binding upon LCS. In such Audit Notice, LCS shall specify the name of an independent certified public accountant which LCS proposes as the accountant to conduct such audit, which accountant shall not be paid by LCS on a contingency fee basis. The cost of such audit shall be borne by LCS; provided however, that if such audit discloses that CEC overstated Additional Rents by thee percent (3%) or more for any calendar year, then CEC shall reimburse LCS for the reasonable cost of such audit and any overpayments of Additional Rent, both of which can be repaid as a Rent credit.

(f) ***Reconciliation.*** Within 3 (three) months of the end of the Lease Term CEC shall provide LCS with an accounting of the actual costs of Additional Rents, and any difference between the estimated costs and the actual costs shall be paid to the owed party within 15 (fifteen) days, unless LCS requests an audit under subsection (f), in which case the owed party must be paid within 15 (fifteen) days of the completion of the audit.

Section 6.03. Manner of Payment. Rent payable to CEC shall be paid by lawful money of the United States of America. All Additional Rents shall be paid by LCS on a timely basis

directly to the Person to which such Additional Rents are owed, which may be CEC. The obligation of LCS to pay the Base Rents and Additional Rents required under this Article and other provisions hereof, during the Lease Term, shall, subject to the provisions of Section 6.05 hereof, be absolute and unconditional, and payment of the Base Rents and Additional Rents shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between LCS and CEC, the Corporation, the Financiers, any contractor or subcontractor retained with respect to the Premises, or any other person, LCS shall, during the Lease Term, make all payments of Base Rents and Additional Rents when due and shall not withhold any Base Rents or Additional Rents pending final resolution of such dispute (except to the extent permitted by Sections 7.02 and 8.03 hereof with respect to certain Additional Rents), nor shall LCS assert any right of set-off or counter-claim against its obligation to make such payments required hereunder; provided, however, that the making of such payments shall not constitute a waiver by LCS of any rights, claims or defenses which LCS may assert. No action or inaction on the part of CEC, the Corporation, or the Financiers shall affect LCS's obligation to pay Base Rents and Additional Rents (except to the extent provided by Sections 7.02 and 8.03 hereof with respect to certain Additional Rents) during the Lease Term.Financiers shall affect LCS's obligation to pay Base Rents and Additional Rents (except to the extent provided by Sections 7.02 and 8.03 hereof with respect to certain Additional Rents) during the Lease Term.

Section 6.04. Necessity of the Premises; Determinations as to Fair Market Value. LCS hereby declares its current need for the Premises and further determines and declares its expectation that the Premises will (so long as it is subject to the terms hereof) adequately serve the needs for which it is being leased throughout the stated term of this Lease. It is hereby declared to be the present intention and expectation of LCS that this Lease will be continued through the end of the Lease Term, but this declaration shall not be construed as contractually obligating or otherwise binding on LCS. LCS hereby agrees and determines that the Base Rents and Additional Rents during each year of the Lease Term represent not more than the fair value of the use of the Premises during such year. LCS hereby determines that the Base Rents do not exceed a reasonable amount so as to place LCS under an economic compulsion to renew this Lease. In making such declarations and determinations, LCS has given consideration to the uses and purposes for which the Premises will be employed by LCS, the benefit to LCS by reason of the Premises, and the use and occupancy of the Premises pursuant to the terms and provisions of this Lease.

Section 6.05. Nonappropriation by LCS

(a) In the event that LCS fails to appropriate by June 30th of each Fiscal Year (A) sufficient amounts authorized and directed to be used to pay all Base Rents due in the next ensuing Fiscal Year in accordance with Section 6.02(a) hereof and (B) sufficient amounts authorized and directed to be used to pay such Additional Rents as are estimated to become due in the next ensuing Fiscal Year in accordance with Section 6.02(b) hereof, upon the occurrence of an event described in subsection (b) of this Section, or upon the occurrence of any other event described in the definition of Event of Nonappropriation herein, an Event of Nonappropriation shall be deemed to have occurred; subject, however, to each of the following provisions:

(i) LCS shall give written notice to CEC if LCS's preliminary budget fails, in any year, to include an appropriation for sufficient amounts authorized and directed to be used

to pay all Base Rents due in the next ensuing Fiscal Year; but any failure of LCS to give such notice shall not constitute an Event of Nonappropriation or an Event of Default.

(ii) Omitted.

(iii) CEC may, in its reasonable determination, waive any Event of Nonappropriation which is cured by LCS within 29 Business Days following the end of the prior Fiscal Year.

(b) In the event that during any Fiscal Year, Additional Rents shall accrue in excess of amounts included in a duly enacted appropriation for the payment of Additional Rents, then, in the event that moneys are not specifically authorized and directed by LCS to be used to pay such Additional Rents by the earlier of the last Business Day of the Fiscal Year in which such Additional Rents accrue or 90 days subsequent to the date upon which such Additional Rents accrue, an Event of Nonappropriation shall be deemed to have occurred, upon notice by CEC to LCS, subject, however, to waiver as provided in Subsection (iii) above.

(c) If an Event of Nonappropriation occurs, LCS shall not be obligated to pay the Base Rents or Additional Rents or any other payments provided for herein beyond the amounts specifically appropriated by LCS for the Fiscal Year during which such Event of Nonappropriation occurs; provided, however, that, subject to the limitations of Sections 6.02 and 12.03 hereof, LCS shall continue to be liable for Base Rents and Additional Rents, to the extent payable from legally available moneys, allocable to any period during which LCS shall continue to occupy or retain possession of the Premises.

(d) LCS shall in all events of Nonappropriation vacate the Premises and surrender any personal property owned by CEC (if any) to CEC by the thirtieth calendar day following an Event of Nonappropriation.

Section 6.06. Disposition of Base Rents. Omitted.

Section 6.07. Charter Authorizer Not Liable. The obligations of the Parties hereunder are solely the obligations of the Parties and shall not to be deemed obligations of the Charter Authorizer or any other person or entity. This Lease shall not constitute or become an obligation, an indebtedness, a debt or a liability of or a charge against the general credit or taxing power of the Charter Authorizer or any other person or entity.

ARTICLE VII
TITLE TO THE IMPROVEMENTS TO THE PREMISES; LIMITATIONS ON ENCUMBRANCES

Section 7.01. Title to the Premises.

(a) Any improvements to the Premises shall become part of the Premises.

(b) LCS shall have no right, title or interest in the Premises or any additions and modifications thereto or replacements thereof, except as expressly set forth in this Lease.

Section 7.02. No Encumbrance, Mortgage or Pledge of Premises. LCS shall not permit any mechanic's or other lien to remain against the Premises. LCS shall not encumber, mortgage, or pledge the Premises.

Section 7.03. Compliance with Requirements of Law. LCS shall at all times operate the Premises, or cause the Premises to be used and operated, such that (a) the Premises at all times shall be operated in substantial compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the Premises shall be obtained by LCS (if not already covered by permits for the Premises) and maintained in full force and effect and LCS shall substantially comply with the material terms and conditions of such permits for both the Premises and the Premises; (c) LCS shall not store or use Hazardous Substance on, in or under the Premises in violation of any Requirements of Law; (d) LCS shall not permit the disposal of any Hazardous Substance on, from, into or out of the Premises in violation of any Requirements of Law; and (e) LCS shall not permit any spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any Hazardous Substance into the indoor or outdoor environment from, into or out of the Premises including but not limited to the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Premises or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Premises in violation of any Requirements of Law.

ARTICLE VIII

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance. The Parties agree that at all times during the Lease Term, LCS, will maintain, preserve and keep the Premises, or cause the Premises to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, clean, working order and condition, subject to normal wear and tear. Should LCS neglect to keep and maintain the Premises as required herein, CEC shall have the right, but not the obligation, to have the work done and any reasonable costs, plus a ten percent (10%) overhead charge therefore, shall be charged to LCS as Additional Rent and shall become payable by LCS with the payment of the next Rent payment due. None of the Excluded Parties shall have any responsibility in any of these matters or for the making of any additions, modifications or replacements to the Premises.

Section 8.02. Modification of the Premises; Installation of Equipment and Personal Property of LCS.

(a) LCS, without the express written permission of CEC, may not remodel or make substitutions, additions, modifications or improvements ("Modifications") to the Premises, including changing the paint colors of the Premises from what they are at the start of the Term. If LCS obtains express written permission to make any Modifications to the Premises, it shall make such

Modifications at its own cost and expense; and the same shall be part of the Premises, subject to, and shall be included under the terms of this Lease; provided, however, that (i) such Modifications shall not in any way damage the Premises or cause them to be used for purposes other than lawful governmental functions; and (ii) the Premises, as modified, upon completion of such Modifications, shall be of a value not less than the value of the Premises immediately prior to such Modifications and all of such Modifications shall become part of the Premises without amendment of this Lease.

(b) Notwithstanding any other term herein, LCS agrees that it is accepting the Premises as of its existing condition at the start of the Term and that CEC, the Corporation, the Financiers, nor any other party shall have any obligation under this Lease to make any Modifications to the Lease Property.

(c) LCS may also, from time to time in its sole discretion and at its own expense, install equipment and personal property (which are not to be fixtures) in or on the Premises. All such equipment and personal property shall remain the sole property of LCS (except in an Event of Default as described in this Lease) in which none of CEC, the Corporation, or Financiers shall have any interest; provided, however, that any such equipment and personal property which becomes permanently affixed to the Premises shall become part of the Premises, subject to this Lease and shall be included under the terms of this Lease.

Section 8.03. Taxes, Other Governmental Charges and Utility Charges. CEC and LCS shall use their reasonable good faith best efforts to maintain the Premises as exempt from ad valorem property or other taxes to the extent allowable by law. In the event that the Premises or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the Party responsible for such determination shall pay the amount of all such taxes, assessments and governmental charges then due, but if by LCS then only to the extent that amounts for Additional Rents which have been specifically appropriated by LCS are available for the payment of such costs. With respect to special assessments or other governmental charges for which LCS is responsible that may be lawfully paid in installments over a period of years, LCS shall be obligated to provide only for such installments as are required to be paid during the upcoming Fiscal Year. LCS shall not cause any liens for taxes, assessments or governmental charges to exist with respect to the Premises or any portion thereof (including, without limitation, any taxes levied thereon which, if not paid, will become a charge on the rentals and receipts from the Premises or any portion thereof, or any interest therein, including the interest of CEC, the Corporation, or the Financiers) or the rentals and revenues derived therefrom or hereunder. LCS shall also pay as Additional Rents, to the extent that amounts for Additional Rents have been specifically appropriated by LCS are available for the payment thereof, as the same respectively become due, all gas, water, steam, electricity, heat, power, utility and other charges incurred in the maintenance and upkeep of the Premises. If LCS shall first notify CEC and the Corporation of the intention of LCS to do so, LCS may, at the expense and in the name of LCS, in good faith contest any such tax, assessment, utility and other charges and, in the event of any such contest, may permit the tax, assessment, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless CEC or the Corporation shall notify LCS that, in their respective opinion, by nonpayment of any such items the security afforded

pursuant to the Indenture will be materially endangered or the Premises or any portion thereof will be subject to loss or forfeiture, or CEC, the Corporation, or the Trustee will be subject to liability, in which event such tax, assessment, utility or other charges shall, to the extent that amounts for Additional Rents which have been specifically appropriated by LCS are available for the payment thereof, be paid promptly or secured by posting a bond with CEC with the Corporation and the Trustee as an additional beneficiary, in form satisfactory to the Trustee (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, utility or other charges).

Section 8.04. Provisions Regarding Casualty and Property Damage Insurance.

(a) Upon the execution and delivery of this Lease and until the expiration or end of the Lease Term pursuant to Section 4.01 hereof, CEC shall, cause casualty and property damage insurance with respect to the Premises in an amount equal to the greater of the full replacement value of the Premises. The insurance policies required by this Section shall meet the following conditions: (i) any insurance policy may have a deductible clause in an amount that does not exceed an amount customary for facilities of like size and type; (ii) each insurance policy shall be so written or endorsed as to make losses, if any, payable to CEC and the Trustee, as their respective interests may appear; (iii) each insurance policy shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of CEC, the Corporation, or the Trustee without first giving written notice thereof to CEC, the Corporation, and the Trustee at least 30 days in advance of such cancellation or modification; (iv) full payment of insurance proceeds under any insurance policy up to the dollar limit required by this Section in connection with damage to the Premises shall, under no circumstance, be contingent on the degree of damage sustained at other property owned or leased by CEC; and (v) each insurance policy shall explicitly waive any co-insurance penalty. LCS shall have no duty to monitor or review any insurance policies or certificates received or for the sufficiency of such insurance.

(b) Upon the execution and delivery of this Lease and until the expiration or end of the Lease Term pursuant to Section 4.01 hereof, LCS shall, at its own expense obtain:

(i) Commercial general liability and automobile liability insurance against claims arising in, on or about the Premises, including in, on or about the sidewalks or property adjacent to the Premises, providing coverage limits not less than the coverage limits customarily carried by owners or operators of facilities of similar size and character within the State, however, such limits shall not be less than two million dollars ($2,000,000.00).

(ii) Fidelity insurance or bonds on those of its officers and employees who handle funds of LCS, both in such amounts and to such extent as are customarily carried by organizations similar to

LCS's size and operating properties similar in size and character to those of LCS.

(iii) To the extent available for a commercially reasonable cost, rental value insurance covering all risks as to which insurance is required pursuant to paragraph (a) above, in an amount equal to not less than the amounts required to be paid pursuant to Section 6.02 hereof for a period of not less than 12 months. If any such loss or damage has occurred, LCS shall continue to be obligated to pay the amounts required to be paid pursuant to Section 6.02 hereof, and any proceeds of such insurance shall be applied against all or part of such payment obligations of LCS.

(iv) Such other forms of insurance as LCS is required by law to provide with respect to the Premises, including, without limitation, any legally required worker's compensation insurance and disability benefits insurance.

(c) The Parties may, in their respective discretion, provide any of the insurance required by this Section under blanket insurance policies which insure not only the risks required to be insured hereunder but also other similar risks.

(d) CEC may, in its discretion, provide all or any portion of the insurance required by this Section by self-insurance.

(e) LCS agrees to pay the premiums for any insurance required by the Section 8.04(a) as part of the Additional Rents under the terms contained herein.

(f) All policies of insurance required of LCS hereunder shall name CEC as an additional insured and shall provide that the proceeds of such insurance shall be payable to CEC and LCS, as their interests may appear. If required by CEC, such policies shall contain a loss payable endorsement in favor of the holder of any Loan Agreement or Deed of Trust on the Premises or any portion thereof.

(g) CEC and LCS hereby grant to each other, on behalf of any insurer providing fire and extended coverage to either of them covering the Premises, improvements thereon, or contents thereof, a waiver of any right of subrogation any such insurer of one party may acquire against the other or as against CEC or LCS by virtue of payments of any loss under such insurance. Such a waiver shall be effective so long as CEC and LCS are empowered to grant such waiver under the terms of their respective insurance policy or policies and such waiver shall stand mutually terminated as of the date either CEC or LCS gives notice to the other that the power to grant such waiver has been so terminated.

Section 8.05. Utilities

During the Lease Term, LCS will promptly place all utilities for the Premises in its name and pay as billed all rents and charges for water and sewer services and all costs and charges for gas, steam, electricity for the Premises, fuel, light, power, telephone, heat, waste disposal, and any other utility or service used or consumed in or servicing the Premises ("Utilities Costs"). Should there be a time where CEC remains responsible for any utilities supplied to the Premises, CEC shall bill LCS therefore and LCS shall promptly reimburse CEC therefore. In the event of any interruption, reduction, or discontinuance of utility services, CEC shall not be liable for damages to person or property as a result thereof.

Section 8.06. Landlord Inspections. So long as it does not unreasonably disturb the educational environment and so long as LCS's safety and security measures for facility access are followed, then CEC and/or CEC's agents and employees, shall have the right to enter the Premises at all times during regular business hours and, at all times during emergencies, to examine the Premises, to make such repairs, alterations, improvements or additions as CEC deems necessary, and CEC shall be allowed to take all materials into and upon said Premises that may be required therefor without the same constituting an eviction of LCS in whole or in part, and the Rent payments shall in no way abate while such repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of LCS or otherwise. During the 240 days prior to the expiration of the Lease Term of this Lease, CEC may exhibit the Premises to other prospective tenants and/or purchasers and may place outside the Premises the usual notices indicating that the Premises are for lease and/or sale.

ARTICLE IX

DAMAGE, DESTRUCTION OR CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. Damage, Destruction or Condemnation. If, during the Lease Term, (a) the Premises, or any portion thereof, shall be destroyed (in whole or in part), or damaged by fire or other casualty; (b) title to, or the temporary or permanent use of, the Premises, or any portion thereof or the estate of CEC, LCS, the Corporation, or the Financiers in the Premises or any portion thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; (c) breach of warranty or any material defect with respect to the Premises shall become apparent; or (d) title to or the use of all or any portion of the Premises shall be lost by reason of defect in the title thereto, then, LCS shall be obligated, subject to the provisions of Section 9.03 hereof, to continue to pay the amounts specified in Section 9.02 hereof and, to the extent of amounts specifically appropriated by LCS, to pay the amounts specified in Section 6.02 hereof.

Section 9.02. Obligation of CEC to Repair and Replace the Premises. Except as set forth in Section 9.03 hereof, all Net Proceeds of any insurance, performance bonds or condemnation awards shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Premises. The Parties shall cooperate with each other in the

administration of such repairs and shall not unreasonably withhold their approval of matters relating to said repairs.

Section 9.03. Insufficiency of Net Proceeds. If there occurs an event described in Section 9.01 hereof, and if any Net Proceeds received as a consequence of such event shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Premises required under Section 9.02 hereof, or if the consequence of such event makes it so the Premises can no longer be utilized by LCS as a public charter school, then LCS shall elect one of the following options:

(a) LCS may repair, restore, modify or improve the Premises or replace the Premises (or portion thereof) with property of a value equal to or in excess of the Premises, and pay as Additional Rents any cost in excess of the amount of the Net Proceeds, to the extent the amounts for Additional Rents which have been specifically appropriated by LCS are available for the payment of such costs, and LCS agrees that, if by reason of any such insufficiency of the Net Proceeds, LCS shall make any Additional Rents payments pursuant to the provisions of this paragraph, LCS shall not be entitled to any reimbursement therefor from CEC, the Corporation, or the Financiers, nor shall LCS be entitled to any diminution of the Base Rents and Additional Rents payable under Section 6.02 hereof; or

(b) LCS may terminate the Lease and all Parties are relieved of their obligations hereunder.

Section 9.04. Cooperation. The Parties shall cooperate fully with the Corporation and the Trustee in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 9.01 hereof, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Premises or any portion thereof, and in the prosecution of any action relating to defaults or breaches of warranty under any contract relating to the Premises or any portion thereof, and hereby assign to the Trustee its interests in such policies solely for such purposes. This Section shall not be construed to obligate the Parties to advance their own funds in order to take any action hereunder.

ARTICLE X

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 10.01. Disclaimer of Warranties. NONE OF THE FINANCIERS, THE CORPORATION, OR CEC MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PREMISES OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PREMISES OR ANY PORTION THEREOF. LCS hereby acknowledges and declares that LCS has fully participated in, and will fully participate in, maintenance and operation of the Premises, and that none of the Excluded Parties has any responsibility therefor. In no event shall CEC, the Corporation, or the Excluded Parties be liable for any direct or indirect,

incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by LCS of any item, product or service provided for herein.

Section 10.02. Further Assurances and Corrective Instruments. The Parties agree that so long as this Lease is in full force and effect and no Event of Default shall have occurred, then LCS and CEC shall have full power to carry out the acts and agreements provided herein and they will, so far as it may be authorized by law, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Premises and the Premises hereby leased or intended so to be, or for otherwise carrying out the intention of or facilitating the performance of this Lease. This Section shall not be construed to obligate the CEC, the Corporation, or the Excluded Parties to advance its own funds, in order to take any action hereunder.

Section 10.03. LCS or CEC. Whenever under the provisions hereof the approval of LCS or CEC, is required, or CEC or LCS is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for CEC by the Authorized Representative of CEC, and for the LCS by an Authorized Representative of LCS, and LCS and CEC shall be authorized to act on any such approval or request.

Section 10.04. Granting of Easements. LCS shall not grant any easements on the Premises.

Section 10.05. Compliance with Requirements of Law. During the Lease Term, CEC and LCS shall observe and comply promptly with all current and future Requirements of Law applicable to the Premises or any portion thereof and all current and future requirements of all insurance companies writing policies covering the Premises or any portion thereof.

Section 10.06. Subordination of Lease. This Lease and all rights of LCS hereunder are expressly subordinated to the Master Lease, the Loan Agreement, the Indenture, and the liens created by the Deed of Trust. This Lease shall be subordinate to the liens of the Loan Agreement and the Deed of Trust and any liens or security interests created under the Indenture and any other mortgage, deed of trust (now or hereafter placed upon the Premises) and to any and all advances made under any mortgage or deed of trust and to all renewals, modifications, replacements or extensions thereof. In the event of foreclosure on the Deeds of Trust, the Trustee may terminate this Lease, based on its sole discretion, at which point LCS shall have no continued right to possess the Premises or otherwise enjoy its rights under the Lease. LCS agrees, with respect to any of the foregoing documents, that no documentation other than this Lease shall be required to evidence such subordination. Notwithstanding the foregoing, upon the written request of CEC, the Corporation, or the Financiers, LCS agrees to deliver a Subordination, Non-Disturbance and Attornment Agreement to the holder of the Deed of Trust or to any other holder of any debt incurred in connection with a refinancing of the debt evidenced by the Loan Agreement and the Indenture within five (5) business days of such a written request and if LCS does not so comply CEC, the Corporation, or the Trustee may sign such document as LCS's attorney in fact.

Section 10.07. Tax Covenants.

(a) LCS covenants for the benefit of CEC, the Corporation, and the Financiers from time to time that LCS (i) shall not make any use of the Premises or the Premises and (ii) shall not take (or omit to take) any other action with respect to any financing for the Premises, the proceeds thereof or otherwise, if such use, action or omission would, under the Code, cause the interest on the financing for the Premises to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations (except, with respect to corporations, as such interest is required to be taken into account in determining "adjusted net book income" or "adjusted current earnings" for the purpose of computing the alternative minimum tax imposed on such corporations).

(b) In particular, LCS hereby covenants for the benefit of CEC, the Corporation, and the Financiers from time to time that it shall not take (or omit to take) or permit or suffer any action to be taken if the result of the same would cause any financing for the Premises to be (i) "arbitrage bonds" within the meaning of Section 148 of the Code; or (ii) "private activity bonds" within the meaning of Section 141 of the Code. In connection therewith, LCS will not enter into any lease, sublease, management contact, or any other contact with respect to use of the Premises without the approval of CEC, and will cooperate with CEC with respect to any information requests from CEC regarding the same.

(c) LCS agrees that no portion of the Premises (nor shall it permit any portion of the Premises) shall be used primarily for sectarian purposes. LCS will comply with all applicable state and federal laws concerning discrimination on the basis of race, creed, color, sex, sexual orientation, national origin, or religious belief and will respect, permit, and not interfere with the religious beliefs of persons working for LCS or CEC. LCS agrees that the Premises will not be used exclusively or predominantly for religious worship or sectarian instruction (other than the academic or comparative study of various religions or religious philosophies).

Section 10.08. Landlord's Rules and Regulations. Omitted.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.01. Assignment and Subleasing by LCS. This Lease may not be assigned, subleased, or licensed by LCS for any reason except with written permission from CEC. CEC may require that a nationally recognized bond counsel acceptable to the Financiers and CEC deliver an opinion addressed to the Financers and CEC that such assignment, sublease, or license will not cause an adverse impact on the tax exempt status or the validity of any financing related to the Premises. LCS shall be required to pay all of CEC's costs associated with any request for an assignment, sublease, or license, which may included but is not limited to CEC's legal fees.

Section 11.02. Restrictions on Mortgage or Sale of the Premises. CEC and LCS agree that, this Lease will be subject to CEC's rights and protections under the Indenture, the provisions of Section 11.02 of the Master Lease, and the provisions of Section 8.11 of the Loan Agreement, and the Trustee shall not be liable for providing its consent to the assignment pursuant to such provisions.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined. Any one of the following shall constitute an "Event of Default" under this Lease:

(a) failure by LCS to pay any specifically appropriated Base Rents during the Lease Term on or before the applicable Base Rent Payment Date or to pay Additional Rents which become due during the Lease Term, up to the amount specifically appropriated for the payment of Additional Rents in accordance with the provisions of Section 6.02 hereof; provided, however, that a failure by LCS to pay the Base Rents on the Base Rent Payment Date shall not constitute an Event of Default if such payment of Base Rents is received by CEC within five (5) Business Days following such Base Rent Payment Date;

(b) failure by LCS to maintain its charter contract pursuant to the Charter Schools Act; provided, however, if LCS obtains the written consent of CEC and has filed a timely appeal of the termination of its charter contract pursuant to the Charter Schools Act, an Event of Default shall not be deemed to occur until the earlier of the following: (i) the appeals process pursuant to the Charter Schools Act has concluded or (ii) a period of 65 days, which period may be extended only with the further written consent of CEC, in its sole discretion;

(c) failure by LCS to timely pay any other amounts due to be paid by LCS as and when due under this Lease following five (5) days written demand therefor by CEC;

(d) failure of LCS to observe and perform any covenant, condition or agreement, including, but not limited to those listed in Section 2.01 of this Lease, on its part to be observed or performed, other than as referred to in clause (a), (b), (c) and (d) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to LCS by CEC, unless CEC shall agree in writing, prior to the expiration of the 30 day period, to an extension of no more than 60 days; provided, however, that if the failure stated in the notice cannot be corrected within the original 30-day period, CEC shall not withhold their consent to an extension of up to 60 days if corrective action shall be instituted by LCS within such time period and diligently pursued until the default is corrected;

(e) LCS shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of its creditors, or shall fail to pay its debts as they become due, or shall take any action in furtherance of any of the foregoing;

(f) an involuntary case or other proceeding shall be commenced against LCS seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary lease or other proceeding shall remain undismissed and unstayed for a period of 120 days; orlease or other proceeding shall remain undismissed and unstayed for a period of 120 days; or

(g) the estate or interest of LCS in the Premises shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within 90 days after such levy or attachment.

The foregoing provisions of this Section are subject to the following limitations: (i) LCS shall be obligated to pay the Base Rents and Additional Rents only during the Lease Term, except as otherwise expressly provided in this Lease; and (ii) if, by reason of Force Majeure, LCS shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of LCS contained in Article VI hereof and until the expiration or end of the Lease Term pursuant to Section 4.01 hereof, LCS shall not be deemed in default during the continuance of such inability so long as LCS has provided written notice to CEC and CEC concurs, in its sole discretion, with the conclusion that an event of Force Majeure has occurred. LCS agrees to remedy, as promptly as legally and reasonably possible, the cause or causes preventing LCS from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of LCS.

Section 12.02. Remedies on Default. Whenever any Event of Default referred to in Section 12.01 hereof shall have happened and be continuing, CEC, may, without any further demand or notice, exercise one or any combination of the following remedies:

(a) terminate the Lease and give notice to LCS to vacate the Premises, in the manner provided in Section 6.05 hereof, within 30 calendar days from the date of such notice;

(b) without further demand or notice, reenter and take possession of the Premises, repossess the same, expel LCS and those claiming through or under LCS, and remove the effects of both or either, using such force for such purposes as may be lawful and necessary, without being liable for prosecution, without

being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Base Rents and Additional Rents or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions;

(c) to pursue any and all other rights and remedies available under Colorado law, in law or in equity, including, without limitation, taking possession and selling any and all of LCS's real or personal property kept or used in the Leased Premises;

(d) lease all or any portion of the real property included in the Premises;

(e) recover damages from LCS:

(i) to the extent the recovery thereof is permitted by law, and only for so long as LCS remains in possession of the Premises, the fair rental value of the use of the Premises during any period beyond the thirtieth calendar day following the occurrence of the Event of Default; and

(ii) Base Rents and Additional Rents, to the extent amounts for such Additional Rents have been specifically appropriated in accordance with the provisions of Section 6.02 hereof, which would otherwise have been payable by LCS hereunder during the remainder, after LCS vacates the Premises, of the Fiscal Year in which such Event of Default occurs;

(f) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Premises under the Master Lease, this Lease, the Loan Agreement, the Deed of Trust and the Indenture; and

(g) in the event that CEC or the Corporation or its assignees elect to terminate and/or reenter the Premises as provided in Section 12.02(a), or should CEC or the Corporation or its assignees take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by Colorado law, CEC or the Corporation or its assignees shall automatically and with no further action required, own the improvements located on the Premises, (and LCS agrees to execute any documents so confirming, including, without limitation, a deed, a bill of sale and an assignment of agreements and permits to the extent such agreements and permits relate to the Premises generally). CEC or its assignees may relet the Premises or portions thereof for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises improvements as CEC, the Corporation or their assignees, in their sole discretion, may determine) and CEC, the Corporation, or their assignees may collect and receive the rent from such reletting of the Premises or portions thereof.

Section 12.03. Limitations on Remedies. A judgment requiring a payment of money may be entered against LCS by reason of an Event of Default only as to LCS's liabilities described in Section 12.02(e) hereof.

Section 12.04. No Remedy Exclusive. Subject to Section 12.03 hereof, no remedy herein conferred upon or reserved to CEC, is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle CEC to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 12.05. Waivers. No waiver of an Event of Default under this Lease shall be valid without the signed, written consent of CEC. In the event that any agreement contained herein should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.arty, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Indemnification Covenants. To the extent permitted by law and subject to the limits of liabilities and immunities provided under the Colorado Governmental Immunity Act, Article 10, Title 24, Colorado Revised Statutes, as amended, the Parties shall and hereby agree to indemnify and hold each other, the Corporation, the Excluded Parties, and their respective officers, directors, agents, and employees harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from this Lease, or any other documents entered into in connection with the conduct or management of, or from any work or thing done on or with respect to, the Premises during the Lease Term from: (a) any conditions of the Premises; (b) any action of negligence of the Parties or any of their agents, contractors, or employees or any violation of law by the Parties or breach of any covenant or warranty by the Parties hereunder, or any claim or allegation of any of the foregoing; and (c) any act or omission of the Parties or any of their agents, members, officers or directors, which act or omission shall include any and all claims or potential claims arising at law or in equity which are or may be asserted against the Authority, the Authority Indemnified Persons, or the Corporation, their agents, officers or directors, including, but not limited to claims of negligence, breach of contract, breach of fiduciary duty and any alleged violation of any law, ordinance or regulation. To the extent permitted by law, the Parties shall indemnify and hold each other, the Authority, the Authority Indemnified Persons, the Corporation, the Bond Holders, and the Trustee harmless from any such claim arising from (a), (b), or (c) above or in connection with any action or proceeding brought thereon and, upon notice from each other, the Authority, the Authority Indemnified Persons, the Corporation or the Trustee, shall defend each other, the Authority, the Authority Indemnified Persons, the Corporation, the Bond Holders or the Trustee in any such action or proceeding. The Parties shall, to the extent permitted by law, indemnify and hold each other harmless, the Corporation, the

Authority, and the Authority Indemnified Persons and their officers, directors, employees and agents in their official and personal capacity, for any and all actions related to the Premises.

Section 13.02. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when (a) mailed by certified or registered mail, postage prepaid, (b) deposited with any nationally recognized overnight delivery service that routinely issues receipts, or (c) personally delivered by any courier service that routinely issues receipts, to the addresses for the respective entities below. LCS, CEC, and the Corporation, may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

LCS:
Liberty Common School
Attention: Headmaster
1725 Sharp Point Dr.
Fort Collins, CO 80525

With copies to:
Barry K. Arrington
Arrington Law Firm
barry@arringtonpc.com

CEC:
Colorado Early Colleges
Attention: Chief Executive Administrator
4424 Innovation Dr., Fort Collins, CO 80525

With a copy to:
Dustin Sparks
Charter School Law Group
dustin@dustinsparkslaw.com

Section 13.03. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon LCS and CEC and their respective successors and assigns, subject, however, to the limitations contained in Article XI hereof.

Section 13.04. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of CEC or LCS, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of CEC or LCS, as the case may be, and not of any member, director, officer, employee, servant or other agent of CEC or LCS in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation (including, without limitation, any obligations relating to payment of principal of, redemption premium, if any, or interest on any financing related to the Premises, or for any claim based thereon or hereunder, against any member, director, officer,

employee, servant or other agent of CEC or LCS or any natural person executing this Lease or any related document or instrument.

Section 13.05. Amendments, Changes and Modifications. Except as otherwise provided in this Lease, this Lease may not be effectively amended, changed, modified or altered without the written consent of both Parties.

Section 13.06. Events Occurring on Days that are not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Lease is a day that is not a Business Day, such payment may be made, such act may be performed, or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 13.07. Severability. In the event that any provision of this Lease, other than the requirement of LCS to pay Base Rents, the requirement of CEC to provide quiet enjoyment of the Premises and the requirement that the obligations of LCS to pay Base Rents and Additional Rents under this Lease are conditioned upon the prior specific appropriation by LCS of amounts for such purposes in accordance with the requirements of State law, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.08. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Electron signatures shall be deemed originals.

Section 13.09. Applicable Law. The laws of the State and rules and regulations issued pursuant thereto, as the same may be amended from time to time, shall be applied in the interpretation, execution and enforcement of this Lease. Any provision of this Lease whether or not incorporated herein by reference which provides for arbitration by an extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Lease to the extent that this Lease is capable of performance.

Section 13.10. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 13.11. Retention of Records. Omitted.

Section 13.12. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 13.13. Estoppels. Each Party hereto agrees that at any time and from time to time during the Term of this Lease, it shall promptly, but in any event not later than 15 days after request by the other Party hereto, execute, acknowledge and deliver to such other Party or to any prospective purchaser, assignee, transferee, the Corporation, or the Financiers, or to any third party designated by such other party, a certificate stating that, to the actual knowledge of the signor (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which Base Rents and Additional Rents have been paid; (c) whether or not there is any existing Event of Default by LCS in the payment of any Base Rent and Additional Rents, or other sums payable hereunder to the knowledge of the signer after due inquiry and investigation beyond any applicable grace period, and whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

Section 13.14. Trustee's Enforcement of Lease. Pursuant to the Loan Agreement or Deed of Trust, after the occurrence, and during the continuance, of a Default (as defined in the Loan Agreement or Deed of Trust), the Trustee shall be entitled to enforce the provisions of this Lease, including exercising any and all remedies pursuant to Article XII hereof, subject to its rights and protections under the Indenture.

Section 13.15. Sign Approval. Except for signs which are located inside of the Premises and which are not attached to any part of the Premises, all sign designs must be submitted to CEC for approval in writing before any sign is placed in or on the exterior of the Premises or the Premises, regardless of size or value. Specifically, signs attached to windows and/or visible to the exterior of the Premises or Premises and LCS's exterior signs must be so approved by CEC. LCS's signs shall conform to any sign regulations developed by CEC and all applicable laws and regulations. As a condition to granting such approval, CEC shall have the right to require LCS to furnish a bond or other security acceptable to CEC sufficient to insure completion of and payment for any such sign work to be performed. LCS shall, during the entire Lease Term, maintain LCS's signs in good condition and repair at its sole cost and expense. LCS shall remove all signs at the expiration or termination of this Lease, at LCS's sole cost and expense and shall in a workmanlike manner properly repair any damage and close any holes caused by the installation and/or removal of LCS's signs and repaint repairs to match existing siding. LCS shall give CEC prior notice of such removal so that a representative of CEC shall have the opportunity of being present when the sign is removed, or shall pre-approve the manner and materials used to repair damage and close any holes caused by removal. LCS shall be permitted signage on the building located on the Premises and any monument. All signage is at LCS's expense. Signage shall be consistent with City of Fort Collins sign code.

Section 13.16. Repairs and Improvements. CEC agrees to pay to have the existing parking spaces and fire lanes re-painted and will diligently pursue having said work completed before August 1, 2022. CEC consents to LCS having drop off lands an arrow(s) painted on the parking lot of the Premises at LCS expenses. CEC hereby represents that the roof repairs noted in the report regarding the Premises, which was prepared by National Inspection Services with a date of May 27, 2022, have been completed.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, LCS and CEC have executed this Lease effective as of ~~June~~ July 1, 2022.

Liberty Common School, as Sub Lessee

By: Tricia L Diehl

Name: Tricia L. Diehl

Its: President, Board of Directors

7/1/22

Colorado Early Colleges, as Sub Lessor

Sandi Brown

By: Sandi Brown (Jun 28, 2022 16:30 MDT)

Name: Sandi Brown

Its: Chief Executive Administrator

EXHIBIT A

DESCRIPTION OF PREMISES

The land situated in the County of Larimer, State of Colorado and described as follows:

The Southeast ¼ of the Southeast ¼ and the East ½ of the Southwest ¼ of the Southeast ¼ of Section 28, Township 7 North, Range 69 West of the 6th P.M.,

Except that certain parcel of land situated in the Southeast ¼ of the Southeast ¼ of Section 28, Township 7 North, Range 68 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado, which considering the east line of the Southeast ¼ as bearing due South and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point on the East line of the said Southeast ¼ which bears 1283.44 feet from the Southeast corner of said Section 28 and run thence S 89 09'08" W 649.98 feet; thence North 50.00 feet to a point on the North line of the Southeast ¼ of the Southeast 1/4; thence N 89 09'08" E 649.98 Feet to the Northeast corner of the Southeast ¼ of the said Southeast 1/4; thence South 50.00 feet to the point of beginning;

and Except that property conveyed by Warranty Deed recorded October 31, 1988 at Reception No. 88052346;

and Except that property conveyed by Deed of Dedication recorded May 31, 1989 at Reception No. 89023905;

and Except that property conveyed by Deed of Dedication January 5, 1990 at reception No. 900000757;

and Except that property platted as Silver Oaks P.U.D., First Filing recorded February 25, 1993 at Reception No. 93011907;

and Except that property conveyed by Warranty Deed recorded March 4, 1993 at Reception No. 93013868;

and Except that property conveyed by Warranty Deed recorded June 1, 1993 at Reception No. 93035555;

and Except that property platted as Silver Oaks Paired Housing P.U.D. recorded September 12, 1996 at Reception No, 96066777.

Also known as: 2130 W Horsetooth Road, Fort Collins, Larimer County, Colorado.
Assessor Parcel No.: 9728-4-00-906

Sublease CEC to LCS 2022-06 Final

Final Audit Report 2022-06-28

Created:	2022-06-28
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Appendix F

Waivers

- **Nonautomatic State Waivers (one new request)**
- **Nonapplicable PSD Policies**

Rationale and Replacement Plan for Non-Automatic State Waivers

Liberty Common School is subject to all automatic waivers granted by the State of Colorado. In addition to renewing previously granted waivers, additional new waivers are appropriate based upon the school's academic, financial, and organizational track records, as well as precedents set by the liberal granting of these state waivers to other Colorado charter schools. Unless otherwise noted, Liberty Common School requests the duration of all waivers be as long as the school is open and operating in compliance will the Charter School Act and all other applicable federal and state laws.

Current non-automatic waivers:

- **C.R.S. § 22-7-1014 (2)(a) Preschool Individualized Readiness Plans – School Readiness Assessments.**
- **C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System**
- **C.R.S. § 22-32-109(1)(n)(II)(A) Determining teacher-pupil contact hours**
- **C.R.S. § 22-32-109(1)(n)(I) Board of Education-Specific Duties**
- **C.R.S. § 22-32-119 Kindergarten**
- **C.R.S. § 22-33-107 Enforcement of Compulsory School Attendance**
- **C.R.S. § 22-63-201 Teacher Employment Act - Compensation & Dismissal Act-Requirement to hold a certificate**
- **C.R.S. § 22-63-202 Teacher Employment Act - Contracts in writing, damage provision**
- **C.R.S. § 22-63-203 Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal**
- **C.R.S. § 22-63-206 Teacher Employment Act-Transfer of teachers**
- **C.R.S. § 22-32-109 (1)(n)(II)(B) Board of Education-Specific Duties**
- **C.R.S. § 22-63-204 Teacher Employment Act-Receiving moneys from sale of goods**
- **C.R.S. § 22-32-120 Food Service**
- **C.R.S. § 22-32-134.5 Healthy Beverages**
- **C.R.S. § 22-1-110 Education Regarding Alcohol and Controlled Substances**
- **C.R.S. § 22-1-128 Education Regarding Human Sexuality**
- **C.R.S. § 22-63-205 Exchange of Teachers**
- **C.R.S. § CCR 301-81 Individual Governing Standards for Individual Career and Academic Plans.**
- **C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties**

C.R.S. § 22-7-1014 (2)(a) Preschool Individualized Readiness Plans – School Readiness Assessments.

- RATIONALE: Liberty Common School has existing authority to implement relevant curriculum and assessments that ensure students success in higher learning. The domains of physical well-being, motor development, social-emotional development, language and comprehension development, cognition, and general knowledge are assessed daily due to the curriculum and assessments in place. Support is readily available through numerous avenues throughout the program.

- REPLACEMENT PLAN:

- Liberty Common School has a kindergarten program that utilizes the Core Knowledge Sequence and Singapore Math, with targeted, specific assessments in place. All Colorado Academic Standards are met or exceeded, and the readiness of kindergarten students is determined collaboratively by parents, teachers, and administrators. Liberty Common School's kindergarten program includes:

    1. Physical well-being and motor development:

    • Students participate in a structured Physical Education class meeting or exceeding state standards. Students are assessed on motor-development skills acquired throughout the year.
    • Students participate in Art education meeting or exceeding state standards. Development of fine motor skills is achieved through drawing, painting and making objects. Students are assessed on fine motor skills acquired throughout the year.
    • Students participate in Music education meeting or exceeding state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout the year.
    • Students participate in daily penmanship exercises, learning how to hold and manipulate a pencil and write proper letters and numbers. Students are assessed throughout the year.
    • Assessment information is gathered by observation protocols based on appropriate developmental guidelines and state standards in the area of physical well-being and motor development.

    2. Social-emotional development

    • Students are instructed in the positive behavior support system designed by the school. This includes classroom, cafeteria, recess, and hallway expectations. Students are rewarded for positive behaviors they demonstrate.

    • Various classroom positive behavior techniques are implemented. These include red/yellow/green chart, individual behavior charts, and whole class rewards. This is to strengthen self-regulation and executive-function,

which help students pay attention, remember directions and control their behavior.

• Students are taught our seven Foundation Stones throughout the year. They attend monthly Character Education Assemblies where guest speakers discuss real-life examples of how they promote the character traits that relate to the Foundation Stones. Teachers promote the Foundation Stones through the literacy and history in the Core Knowledge Sequence. Parents and staff also are role models for proper behavior.

• Assessment information is gathered by observation protocols based on appropriate developmental guidelines and state standards in the area of social-emotional development.

3. Language and comprehension development (based on state standards)

• Students receive instruction 90 minutes each day in the Core Knowledge Sequence. This is a comprehensive program for reading, writing, listening, and speaking that builds vocabulary and knowledge. Students master sounds and letters for fluent decoding and encoding and build knowledge, language and vocabulary that are essential for comprehension. Assessments are administered every two weeks to monitor growth.

• *AIMSweb* assessment is administered three times per year. Any student who does not make benchmark is progress-monitored every two or three weeks to note progress. Students not making benchmark are assessed with the *Burst* assessment to determine the literacy area most in need of improvement. If the student is far below benchmark on two consecutive administrations the student is placed on a READ plan and given an additional 30 minutes of small group instruction.

• *NWEA (Northwest Evaluation Assessment)* assessment is administered three times per year. Any student who does not make benchmark is progress-monitored every two or three weeks to note progress.

4. Cognition and general knowledge (based on state standards)

• Students receive 60 minutes of math instruction using Singapore Math. This conceptual math curriculum is based on state standards. Assessment is given every week to monitor progress. Students who fall behind are given additional time in small group or 1:1 sessions with the teacher in the area of need.

• Science instruction includes lessons on various topics including: Plants and Animals, Animals and Their Needs, Human Body (including taking care of their body with exercise, cleanliness, healthy foods and rest), Introduction to Magnetism, Seasons and Weather, and Taking care of the Earth. Assessment is given regularly to monitor progress.

• History and Geography – Students are instructed on various topics including: Geography – Spatial Sense (which involves working with maps and globes to recognize rivers, lakes, mountains, the Atlantic and Pacific Oceans and the North and South Pole), an overview of the seven continents, Native American Peoples, Early Exploration and Settlement (including the voyage of Columbus, the Pilgrims, and Independence Day), Presidents, Past and Present, and symbols and Figures (including the American Flag, Statue of Liberty, Mount Rushmore and The White House).

• Assessment information is gathered by observation protocols based on appropriate developmental guidelines and state standards in the area of cognition and general knowledge.

• *NWEA (Northwest Evaluation Assessment)* assessment is administered three times per year. Any student who does not make benchmark is progress monitored every two or three weeks to note progress.

- Any student not making adequate growth in any of the above areas receive Response to Intervention (RtI) strategies in small groups, or 1:1 instruction. RtI plans include results of formal assessments, informal assessments, and developmental checklists. This information is housed in Pearson Inform, which is our Internet-based data management system. This program brings together achievement data from many sources, generates student and summary reports, and allows for distribution to appropriate Student Teacher Assistance Team (STAT) members.
  If students do not respond with adequate growth following this intervention, he or she may be referred to the Academic Support Team for further assessment.

  Methods and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. § 22-7-1014 (2)(a).

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by performance criteria and assessments that apply to Liberty Common School's curriculum and overall program design, utilizing national, normalized assessments.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are

reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

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

- RATIONALE: Liberty Common School headmaster or designated head of school is appointed based upon ability to professionally perform the evaluation of all personnel. Liberty Common School Board of Directors retains the ability to perform ongoing evaluation of the headmaster or designated head of school.

- REPLACEMENT PLAN: Liberty Common School implements intensive strategies for performance evaluations that meet or exceed the intent of the law utilizing professional evaluation systems consistent with the contract between Liberty Common School and Poudre School District R-1. The methods used for Liberty Common School's evaluation system include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meet the quality standards established by state law.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: Because teacher performance has a critical impact on the performance of the entire school, the impact of this waiver is measured by individual, annual personnel evaluations within the context of performance criteria and assessments that apply to the school, as set forth in the contract between Liberty Common School and Poudre School District R-1.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

C.R.S. § 22-32-109(1)(n)(II)(A) Determining teacher-pupil contact hours

- RATIONALE: Liberty Common School prescribes the actual details of teacher-pupil contact hours to best meet the needs of students.

- REPLACEMENT PLAN: Liberty Common School's administrators and teachers are professionals capable of ensuring appropriate contact hours between instructors and students meet or exceed minimum statutory requirements.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: Because teacher-student contact hours are critical to the performance of the entire school, the impact of this waiver is measured by the performance appraisal criteria and assessments that apply to the school, as per the contract between Liberty Common School and Poudre School District R-1.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

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

- RATIONALE: Liberty Common School is a charter public school and is responsible for its own calendar.

- REPLACEMENT PLAN: Liberty Common School adopts a school calendar, approved by the charter-public school's parents through the Liberty Common School BOD. The calendar meets state and District requirements while providing year-to-year consistency and optimal efficiency for Liberty Common School families.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

C.R.S. § 22-32-119 Kindergarten

- RATIONALE: The Poudre School District R-1 has granted the Board of Directors of Liberty Common School the authority to determine the educational program for the school. Liberty Common School therefore also has the authority to establish and

maintain a kindergarten in accordance with the contract between Liberty Common School and the Poudre School District R-1

- REPLACEMENT PLAN: The Core Knowledge educational program for Liberty Common School is described in the contract, and the kindergarten will follow the description. The authority to establish, run and develop the educational programing for a kindergarten is determined by school administration under the oversight of the Board of Directors as described in the Charter school Agreement by and between Liberty Common School and Poudre R-1 School District. The school meets or exceeds the requirements outlined in state statute, including not charging for full-time kindergarten.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District R-1.

- EXPECTED OUTCOME: As a result of the waiver, Liberty Common School sets its own kindergarten policies in keeping with the philosophy and mission stated in the contract agreement between the school and Poudre School District R-1.

C.R.S. § 22-33-107 Enforcement of Compulsory School Attendance

- RATIONALE: The Liberty Common School Board of Directors is responsible for adopting school attendance policies.

- REPLACEMENT PLAN: Liberty Common School has adopted a school policy concerning school attendance that meets the spirit of the state law.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: Because attendance and discipline are an inherent part of a student's ability to perform academically, the impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District R-1.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are

reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

C.R.S. § 22-63-201 Teacher Employment Act - Compensation & Dismissal Act- Requirement to hold a certificate

- RATIONALE: Liberty Common School has the authority to hire teachers and headmasters/principals that support the school's goals and objectives. Headmasters/principals do not function as a traditional district school principal, but rather are responsible for a wider range of tasks and act as the school's chief executive officers. The school attracts headmasters/principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business, academic, military, or professional experience. All employees of Liberty Common School are employed on an at-will basis. All employees of Liberty Common School demonstrate subject-matter mastery.

- REPLACEMENT PLAN: Liberty Common School, as appropriate, hire certified teachers and administrators that meet or exceed the intent of the law. In some instances, it may be advantageous for the school to hire teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Liberty Common School.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District R-1.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

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

- RATIONALE: Liberty Common School has the authority to hire teachers and headmasters/principals that support the school's goals and objectives. Headmasters/principals do not function as a traditional district school principal, but rather are responsible for a wider range of tasks and act as the school's chief executive officer. The school attracts headmasters/principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful

teaching experience in a setting not requiring a license, as well as persons with business, academic, military, or professional experience. All employees of Liberty Common School are employed on an at-will basis. All employees of Liberty Common School demonstrate subject-matter mastery.

- REPLACEMENT PLAN Liberty Common School, as appropriate, hires certified teachers and administrators that meet or exceed the intent of the law. In some instances, it may be advantageous for the school to hire teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Liberty Common School.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

C.R.S. § 22-63-203 Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal

- RATIONALE: Liberty Common School has the authority to develop its own employment agreements, terms, policies, and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the traditional-public school will be successful at Liberty Common School. All employees of Liberty Common School are employed on an at-will basis and subject to employment policies set by the School.

- REPLACEMENT PLAN: Liberty Common School has its own employment policies, including teacher agreements, with the terms of non-renewal and renewal of employment agreements, and payment of salaries. These policies meet or exceed the intent of the law.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District R-1.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

C.R.S. § 22-63-206 Teacher Employment Act-Transfer of teachers

- RATIONALE: Liberty Common School is granted the authority under the contract between the School and Poudre School District R-1 to select its own teachers. No other school or the Poudre School District R-1 has the authority to transfer teachers into Liberty Common School, or transfer teachers from Liberty Common School to any other schools, except as provided for in the contract between Liberty Common School and Poudre School District R-1.

- REPLACEMENT PLAN: The School has its own policies concerning hiring teachers on a best-qualified basis that meet or exceed the intent of the law.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District R-1.

EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

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

- RATIONALE: Liberty Common School has the responsibility for its own calendar; the District calendar may not be the most effective for all students.

- REPLACEMENT PLAN: Liberty Common School adopts an annual school calendar, approved by the Liberty Common School Board of Directors. The calendar meets state and district requirements while providing year-to-year consistency for Liberty Common School's families.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District R-1.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

C.R.S. § 22-63-204 Teacher Employment Act-Receiving moneys from sale of goods

- RATIONALE: Liberty Common School has its own employment agreements, terms, policies, and conditions of employment. Because the school operates differently from traditional-public schools, its own developed best practices for determining acceptance of gifts, grants, and donations is necessary. All employees of Liberty Common School are employed on an at-will basis and subject to employment policies set by the School.

- REPLACEMENT PLAN: Liberty Common School has its own best practices for determining acceptance of gifts, grants, and donations, and policies for teacher employment agreements and contracts, that meet or exceed the intent of the law.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District.

- EXPECTED OUTCOME: The waiver will allow Liberty Common School to employ professional staff possessing unique skills and/or background, filling all staff needs, and enables the school to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

C.R.S. § 22-32-120 Food Service

- RATIONALE: As a matter of policy, all food and beverage choices made by students at Liberty Common School are contingent upon parental approval. Liberty Common School does not provide school lunches, and may establish agreements with food vendors to serve lunches on campus to students who do not bring their own lunches. Liberty Common School operates independently from other schools in the Poudre School District, and therefore has the authority to develop, adopt, and implement its own operations policies, rules, and regulations, subject to the limitations of the contract agreement between the School and Poudre School District R-1.

- REPLACEMENT PLAN: Liberty Common School encourages its student and families to have the freedom and opportunity to make healthy lifestyle choices. This is consistent with the school's mission to develop students who embrace independence in concert with the virtues of temperance and prudence. The school's character education program will continue to promote the healthy environments and lifestyle choices afforded to free societies.
-
- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District R-1.

- EXPECTED OUTCOME: Liberty Common School sets its own policies in keeping with its philosophy and mission as stated in the contract agreement between the School and Poudre School District R-1. Liberty Common school to continues meeting or exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

C.R.S. § 22-32-134.5 Healthy Beverages

- RATIONALE: As a matter of policy, all food and beverage choices made by students at Liberty Common School are contingent upon parental approval. Liberty Common School will be operated independently from other schools in the Poudre School District, and therefore has the authority to develop, adopt, and implement its own operations policies, rules, and regulations, subject to the limitations of the contract agreement between the School and Poudre School District R-1.

- REPLACEMENT PLAN: Liberty Common School encourages its students and families to have the freedom and opportunity to make healthy lifestyle choices. This is consistent with the school's mission to develop students who embrace independence in concert with the virtues of temperance and prudence. The school's character education program will continue to promote the healthy environments and lifestyle choices afforded to free societies.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District R-1.

- EXPECTED OUTCOME: Liberty Common School sets its own policies in keeping with its philosophy and mission as stated in the contract agreement between the School and Poudre School District R-1. The school to continues meeting or exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

C.R.S. § 22-1-110 Education Regarding Alcohol and Controlled Substances

- RATIONALE: The automatic waiver C.R.S. §22-32-109(1)(t) already grants Liberty Common School the authority to determine its own educational program. The school adopts its own curriculum, including its own age-appropriate education program regarding alcohol and controlled substances.

- REPLACEMENT PLAN: Liberty Common School meets the intent of the Colorado Academic Standards on Comprehensive Health and Physical Education by including in its regular science instruction the effects of alcohol and controlled substances.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District R-1.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

C.R.S. § 22-1-128 Education Regarding Human Sexuality.

- RATIONALE: Colorado's automatic charter-school waiver C.R.S. §22-32-109(1)(t) grants Liberty Common School the authority to determine its own educational program, and curricular strategies. The school's Charter Contract is predicated upon adherence to the Core Knowledge Sequence which includes human-reproduction science instruction in an age-appropriate sequence beginning in the 5th grade (typically 10-year-olds). These lessons are exclusive to the science curriculum, and do not include content normally called "human sexuality." This is the practice the school intends to maintain.

  However, upon careful reading of the new law, its "opt out" provisions are unclear, and imprecisely written (inelegant grammar, lack of punctuation, overbroad definitions, etc.) making them subject to misinterpretation, and speculation on legislative intent. For example, non-science subject matter as prescribed by the curriculum and taught by Liberty Common School to 10-year-olds (in subjects such as literature, art, history, etc.), and in other grades, sometimes touches upon "healthy relationships" ("an interpersonal relationship that is free of physical, sexual, and emotional abuse, coercion, and violence") as defined by recently enacted (31 May 2019) C.R.S. §22-1-128(2)(d.5). These lessons are, indeed, delivered via "oral, written, or digital lesson(s), lecture(s), or presentation(s) given by school staff…that teaches about sexual activity in the context of…healthy relationships" as defined by C.R.S. §22-1-128(2)(d.5).

  The plain linkage of these new sweeping definitions has the effect of overbroad applicability directly altering the curriculum upon which the school's Charter Contract and education model is predicated.

  For example, Liberty students are exposed to relationships and situations described in Greek mythology, the anthropology of North American tribes, and those of many other world cultures past and present. Liberty's art curriculum acquaints students with Renaissance art and artists such as Jan van Eyck's Giovanni *Arnolfini and His Wife* (also known as *Arrnolfini Wedding*) in which the "marriage covenant" and the circumstances of the bride's pregnancy are central themes. Students are asked to consider sexual choices, behaviors, and interpersonal consequences of characters in literature rather routinely particularly in the school's upper grades. They are asked to consider the interpersonal relationship between Abigail and John Adams, intermarriage between European

monarchies, the affairs of kings and queens, etc. In hundreds, if not thousands, of such possible scenarios spanning anthropology (the study of relationships), history, art, Western Civilization, literature, music, and more, "healthy relationships" as defined by the new statute are inclined to be discussed, from time to time, in ways that would trigger the cascade of non-academic instructional requirements as prescribed by the new stature.

Liberty Common's rigorous, academically focused curriculum affords no unallocated classroom time to accommodate this additional curriculum without threatening the robust instruction that presently, and historically forms the basis for the school's Charter Contract.

A waiver option for charter schools in this circumstance was overtly verbalized, supported and preserved by the Colorado General Assembly, on a bi-partisan basis, prior to final adoption of this new statute. Such a waiver is the most practicable way for Liberty Common School to isolate its instruction of human reproduction to the science classroom, and effectively maintain fidelity to the Core Knowledge Sequence, and its school-wide science curriculum.

- REPLACEMENT PLAN: Liberty Common School adheres to the Core Knowledge Sequence as stipulated in the school's Charter Contract with the Poudre School District. The Core Knowledge science curriculum instructs 5th-grade students in cell division, plant and animal reproduction, and life cycles. Topics on "The Human Body" include the science of "Changes In Human Adolescence," puberty, the endocrine system, and the reproductive system. The school instructs on these topics only within the domain of science. Evening presentations with parents precede and coincide with these lesson units, and are intended to better prepare parents to address, as they deem prudent, non-scientific questions 10-year-olds are likely to pose when prompted by this particular science unit. Related lessons in other grades are likewise fully pre-defined for parents. For example, 7th-grade-science instruction takes a deep dive into cell division, and genetics. Liberty's human-reproduction curriculum excludes non-science content such as health instruction, and instruction in human sexuality. The right and responsibility of parents to direct the education and upbringing of their children is wholly embraced by the school which accommodates all parental "opt-out" directives.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver will continue to be measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District R-1. Compliance with these waiver expectations, and other state education laws remains a central performance component of the

school's administrators, the school's Board of Directors, and secured by the school's Charter Contract.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork, superfluous procedures, and regulatory misapplication are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, improved teacher compensation, and other student-centered priorities.

C.R.S. § 22-63-205 Exchange of Teachers

- RATIONALE: Liberty Common School has no teacher exchange program and has no intentions to start one.

- REPLACEMENT PLAN: Liberty Common School has its own policies of teacher employment agreements and contracts, and payment of salaries upon termination of employment of a teacher that meet or exceed the intent of the law.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District R-1.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

CCR 301-81 Individual Governing Standards for Individual Career and Academic Plans

- RATIONALE: Liberty Common School's academic performance meets or exceeds state and district levels, including requirements of postsecondary workforce readiness. The requirement of these rules would interfere with the successful and proven program currently in place.

- REPLACEMENT PLAN: Liberty Common School will continue its existing college counseling services, which includes information to parents and students,

assistance with college and career essays, college visits, and opportunities to discuss plans for the future with faculty.

- FINANCIAL IMPACT: De minimis positive fiscal impact on the school or Poudre School District R-1 due to the savings through administrative duties being delegated to the charter public school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver will be measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

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

- RATIONALE: Rationale: Liberty Common School has the authority to hire teachers and headmasters/principals that support the school's goals and objectives. The school headmaster, principal, or designated administrators are employed based, in part, upon their proficiency in performing professional evaluations of all personnel. Possession of a Type D certificate has no bearing upon effectively administering professional evaluations under the direction of the head of school. The school attracts headmasters/principals and professional instructors who possess a wide variety of professional backgrounds, including, but not limited to out-of-state professionals, college-level instructors, experienced professional instructors from settings not requiring a license, as well as professionals with business, academic, military, or corporate experience. All professional employees of Liberty Common School are employed on an at-will basis and demonstrate subject-matter mastery.

  Liberty Common School is exempt through specific waiver from requirements to report teacher evaluation ratings under the rubric established by C.R.S. 22-2-112(1)(q)(I).

- REPLACEMENT PLAN: Liberty Common School uses a thorough and comprehensive instructional-evaluation system as agreed to in the Charter School Agreement with Poudre School District. The evaluation system ensures professional instructors maintain subject-matter mastery, and expertise in pedagogy and classroom management. Professional instructional faculty members are trained in the school's evaluation system. Methods used for the school's evaluation system

include quality standards which are clear and relevant to the administrators' and instructors' professional roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established by the school's Charter, and greatly exceed the state's quality standards, and student-performance results.

Liberty Common School is not required to report instructor-evaluation data through the TSDL collection; however, instructor-performance data is reviewed by the school and used to inform hiring practices and ongoing professional development. Core course-level participation continues to be reported pursuant to the non-waivable statute 22-11-503.5.

- FINANCIAL IMPACT: De minimis positive fiscal impact upon the school or Poudre School District due to savings through administrative duties being delegated to the charter-public-school building level.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the professional performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District.

- EXPECTED OUTCOME: The waiver enables Liberty Common School to continue meeting and exceeding state and district minimum academic performance indicators. Administrative cost savings from reduced paperwork and superfluous procedures are reflected in the school's site-based budgeting and redirected to classroom supplies, materials, teacher compensation, and other student-centered priorities.

New non-automatic waiver request

C.R.S. § 22-1-136 Student Identification Cards

- RATIONALE:

1) Liberty Common School does not issue or utilize student-ID cards. However, the school facilitates parent purchase of school-specific student-ID cards from a private, third-party vendor of school photographic services. Parents do this for their own use (ex: restaurant discounts, public-library access, park entry, etc.). The language of the mandate does not clearly contemplate Liberty's practice of facilitating parent purchases of student IDs directly from a private vendor nor does it speak to this situational relationship.

2) Liberty Common School was founded upon the natural principle it is the right and responsibility of parents to direct the education and upbringing of their children.

The Liberty Common School parent-led Board of Directors is responsible for adopting the School's policies, including policies on communications. As a matter of policy, Liberty Common School does not communicate personal health-related advertising to students without parental approval.

- REPLACEMENT PLAN: Liberty Common School's unique House and Order system ensures every student has a minimum of two adults who are approachable, familiar with his/her baseline comportment, and keep a watchful eye for signs of distress or expressions of need for adult counsel. Additionally, Liberty's faculty and staff identify as, and annually train to be "working in a building full of caring adults." As a function of policy, the vast majority of Liberty students have multiple approachable and safe adults in the event they experience a mental-health stressor.

  The State and local agencies furnish ample contact information for the non-academic services contemplated by the mandate outside of the operation of the school and maintenance of its core mission.

  Liberty Common School's faculty is annually trained with "Question, Persuade, and Refer" techniques from the Question, Persuade, and Refer Institute. QPR techniques are practical and proven suicide-prevention strategies.

  All instances of student mental-wellbeing concerns are escalated to an administrator. As a function of school policy, administrators notify parents and work in tandem with parents to define a specific strategy to manage or mitigate the mental-wellbeing concern.

  In instances where a student's concern for safety is being caused by a parent, all mandatory reporting laws and guidelines are adhered to with strict fidelity.

- FINANCIAL IMPACT: *De minimis* positive fiscal impact upon the school or Poudre School District due to savings through administrative duties being delegated to the charter-public-school building level. Costs associated with added vendor work product, paperwork, and material-handling costs are eliminated.

- HOW THE IMPACT OF THE WAIVER WILL BE EVALUATED: The impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between Liberty Common School and Poudre School District R-1.

- EXPECTED OUTCOME: Liberty Common School will continue meeting and exceeding state and district minimum performance standards, while maintaining fidelity to its mission to empower, and collaborate with parents in the education and upbringing of their children as guided by them.

EXHIBIT E

POLICY AND REGULATION WAIVER REQUESTS GRANTED BY POUDRE SCHOOL DISTRICT R-1

AE	District and School Accountability
CF	School Building Administration
CFD	Site-Based School Management
CL	Research Involving District Students, Employees or Resources
DBAA	General Fund Balances
DDA	Federal Procurement and Fiscal Requirements
DID	Fixed Asset Inventories
DJ	Purchasing
DJA	Purchasing Authority
DJB	Purchasing Procedures
DJC	Petty Cash
DJG/DJGA	Vendor Relations, Sales Calls and Demonstrations
DKC	Expense Authorization/Reimbursement (Mileage and Travel)
DN	School Properties Disposition
EBAB	Hazardous Substances
EBCB	Fire and Emergency Evacuation Response Drills
EBCE	School Closings and Cancellations
EC	Property Management
ECAB	Securing District Facilities
ECAC	Vandalism
ECAF	Electronic Monitoring and Surveillance
ECF	Energy Conservation
EDE	Waste Management and Recycling
EEAEAA	Drug and Alcohol Use by and Testing for Drivers with a Commercial Driver's License (CDL)
EEAG	Student Transportation in Private Vehicles
EHB	Records Retention
FE	Construction Projects and Contracting Procedures
FEAA	Construction Project Prequalification
FF	Naming District Sites and Facilities
GBEA	Staff Ethics/Conflict of Interest
GBEBA	Staff Dress Code
GBEBD	Employee Communications
GBEC	Employee Use and Possession of Drugs and Alcohol
GBEC-E	Acknowledgment and Agreement Regarding Employee Use and Possession of Drugs and Alcohol

GBG	Violence in the Workplace
GBGA	Staff Health
GBGA-R	Staff Health
GBGB	Staff Personal Security and Safety
GBGF	Compliance with the Family and Medical Leave Act
GBGF-R	Compliance with the Family and Medical Leave Act
GBI	Fair Campaign Practices Compliance
GBJ	Personnel Records and Files
GCKAA	Displaced Teachers
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff
GDQB	Resignation of Classified Staff
GDQD	Classified Employee Performance Trial Periods, Discipline and Dismissal
IGA	Curriculum Development
IGD	Curriculum Adoption
IGDA	Student Activities and Organizations
IGF	Curriculum Review
IGF-R	Curriculum Review
IHA	Instructional Program
IHAAA	School-Sponsored Student Publications
IHAM	Health Education
IHBIA	Kindergarten Programs
IHBIA-R	Kindergarten Programs
IHBIB	Primary/Preprimary Education
IHCFA	Elementary School-Based Child Care
IJ	Instructional Resources and Materials
IJ-AR	Instructional Resources and Materials
IJ-R	Instructional Resources and Materials
IJK	Supplementary Materials
IJL	Library Materials Selection and Adoption
IJOA	Field Trips and Other Activities Away from School
IJOA-R	Field Trips and Other Activities Away from School
IKC	Grade Point Averages/Class Ranking
IKE	Promotion, Retention, and Acceleration of Students
IKF-1	Graduation Requirements
IKF-2	Graduation Requirements
IKF-3	Graduation, Diploma and Certificate Requirements
IKF-4	Graduation, Diploma and Certificate Requirements
IKFB	Graduation Exercises
IMA	Teaching Methods
IMBB	Student Participation in Curricular Instruction, Programs and Activities
JEB	Entrance Age Requirements
JFBA	Choice/Open Enrollment
JGA	Assignment of New Students to Classes and Grade Levels
JH/JHB	Student Attendance/Truancy

JHCA	Open/Closed Campus
JIBA	Student Government
JICEC	Student Distribution of Non-School Materials
JICJ	Student Possession and Use of Personal Communication Devices
JJ	Interscholastic Athletic Training & Personal Conduct Rules
JJG	Contests for Students
JKB	Detention of Students
JLIB	Student Dismissal Precautions
JQ	Student Fees, Fines, and Charges
JRCB	Privacy and Protection of Confidential Student Record Information
KBE/KJA	Support Organizations
KD	Public Information and Communications
KEB	Public Concerns/Complaints about Personnel
KEC	Public Concerns/Complaints about Instructional Resources
KEC-E	Public Concerns/Complaints Form
KEF	Public Concerns/Complaints About Teaching
KEF-E	Public Concerns/Complaints About Teaching
KHB	District Revenue Through Advertising
KHC	Distribution/Posting of Non-District Communications
KI	Visitors to Schools
KJ	Volunteers
KJ-R	Volunteers
KLB	Relations with Election Authorities

Appendix G

Founders

FOUNDERS

LCS

Greg and Jane Anderson
Craig and Julie Atkins
Ronald and Phyllis Bramble
Phil and Carol Christ
Linda Daggett
Wade and Kim Darrow
Jim and Ann Davidson
Joanne DeLeon
Tim DeLeon
Ruth Ann and Randy Everett
Timothy Gilmore
Phillip and Sally Hutchinson
Cindy Johnson
Howard and Rose Kast
Peter and Penny Kast
Stephen and Kathryn Knox
Mark and Carolee Kochevar
Mike Maxwell
Rob and Kim Miller
David and Sharon Neenan
Cheryl and Marty Olsen
Eric and Sheila Paul
Andy and Mary Pineda
Lynn and Ann Porter
Jim and Marilyn Pullin
Del Sandfort
Rolando and Kathy Santos
Maureen and Bob Schaffer
Michael and Susan Thatcher
Dave and Laurel VanMaren

LCHS

Casey Churchill
Tricia Diehl
Craig and Angela Horton
Dan and Jamie Knab
Toran and Crissy Kopren
Kendra Mosely
Dan and Michelle Provaznik
Tim Ricketts
John and Janelle Rohrbaugh
Melanie Seilbach
Mark Sutherlin
Tal and Victoria Vaadia

Appendix H

2019 Charter-Renewal Documentation

- **Cover Letter**
- **Notice of Appeal**
- **Liberty Common School Opening Brief**
- **PSD Answer Brief**
- **LCS Reply Brief**

LIBERTY COMMON SCHOOL
Common Knowledge, Common Virtues, Common Sense

1725 Sharp Point Dr., Fort Collins, Colorado 80525
(970) 482-9800 | info@libertycommon.org

1 November 2018

Poudre School District
Board of Education
2407 LaPorte Ave.
Fort Collins, CO 80521-2297

Dear Members of the Board:

Poudre School District's Charter agreement establishing the operation of Liberty Common School is set for renewal in 2019. As such, the Liberty Common School Board of Directors hereby states its desire to renew its Charter agreement with the Poudre School District. In doing so, LCS proposes a charter-renewal period of 25 years renewing next in 2044. Furthermore, LCS's request envisions the maintenance of all existing state regulatory waivers, and proposes additional allowable waivers corresponding to specified new regulations enacted since the school's last Charter renewal.

Originally granted through PSD in 1997, the Liberty Common School Charter agreement was renewed in 2002, and amended in 2009 for the purposes of phasing in the addition of grades 10 – 12 thus completing the school's expansion to a complete K – 12 charter public school of the Poudre School District.

Over the course of LCS's 20-year history, the institution has successfully achieved and maintained the Legislative intent of Colorado's Charter Schools Act, "to create a legitimate avenue for parents, teachers, and community members to take responsible risks and create new, innovative, and more flexible ways of educating" children within public-school systems.

Since its inception, LCS has proven its operational stability, academic dependability, community accountability, and fidelity to the State of Colorado. For example, the school has been recognized through the Colorado Department of Education's John J. Irwin School of Excellence Award in every year the award has been issued since 2000. The school is recognized by the national Core Knowledge Foundation as an Official Core Knowledge Visitation Site; by the U.S. Department of Education as a Blue Ribbon School (2006), and by the Center for Education Reform as a National Charter School of the Year (2007).

LCS is financially sound. From LCS were borne Ridgeview Classical Schools, Trout Core Knowledge School, and numerous PSD schools that have adopted the Core Knowledge Curriculum, in addition to a great number of charter schools throughout the country that have modeled themselves upon LCS's academic goals, philosophy, and administrative procedures.

There are approximately 1,000 students registered on the LCS lottery waiting for the next openings at the school to occur. LCS's facilities are state-of-the-art, ample, and well maintained. Thorough detail is provided further in the school's Charter-Renewal application document, our request is predicated upon solid indicators of performance success, and community service:

- Responsive to high community demand.
- Strong continuity of academic instruction through a tightly sequenced K-8 Core Knowledge curriculum upon which is built a classical liberal-arts high-school curriculum, with unique offerings in engineering, economics, and foreign language.
- College preparatory high school with 100% college acceptance.
- Classical character education.
- Robust parental interaction, and involvement.
- Robust athletics, and extracurricular offerings.
- A safe-school setting, including affirming behavioral expectations, and Dress Code.

Some features of the attached Renewal-Application Document include:

A. Governance documents – Board members and leadership structure, bylaws, policy manual, certificate of good standing.
B. The school's budget.
C. Bond documentation.
D. Facilities update.
E. 2018 Performance Framework information.
F. Kindergarten-6th grade curriculum maps.
G. Junior-high curriculum guide.
H. High-school curriculum guide.
I. Kindergarten-6th grade Student-Parent Handbook.
J. 7th-12th grade Student-Parent Handbook.
K. High-school profile.
L. Updated waiver requests for specified Colorado State Statutes, and PSD policies

On behalf of the LCS Board of Directors, the school's administration, faculty, staff, parents, and most significantly our students, I hereby ask your most favorable review and approval of our earnest proposal for renewal of the charter agreement between Poudre School District, and Liberty Common School.

Very truly yours,



Paulette Hansen
Chair of the Board of Liberty Common School

STATE OF COLORADO BOARD OF EDUCATION 201 East Colfax Avenue, #506 Denver, Colorado 80203	
In Re: Appellant: Liberty Common School District: Poudre School District No. 1	▲ BOARD USE ONLY ▲
Attorney for appellant: Barry K. Arrington Arrington Law Firm 3801 East Florida Avenue, Suite 830 Denver, Colorado 80210 Phone Number: (303) 205-7870 FAX Number: (303) 463-0410 E-mail: barry@arringtonpc.com	Case Number: 18-CS-__
NOTICE OF APPEAL	

Liberty Common School ("Liberty") submits the following notice of appeal pursuant to C.R.S. § 22-30.5-108 and the Colorado State Board of Education 2008 Revised Administrative Policy on Charter School Appeals.

1. Identification of Parties Involved in Proceeding Before the Local Board.

The following parties were involved in the proceeding before the local board:

Appellant:
Liberty Common School
c/o Barry K. Arrington
Arrington Law Firm
3801 East Florida Avenue, Suite 830
Denver, Colorado 80210
(303) 205-7870

Local Board of Education:
Board of Education
Poudre School District
2407 LaPorte Avenue
Fort Collins, Colorado 80521-2297
(970) 482-7420

2. Grounds For Appeal.

This appeal arises from the local board's unilateral imposition of a condition on Liberty.

3. Facts and Information That Support the Appeal.

The Board of Education of Poudre School District No. 1 (the "PSD Board") approved Liberty's charter 22 years ago this month on February 24, 1997. The last time Liberty's charter came up for renewal was in 2001, at which time the PSD Board agreed to a charter term that extended for **18 years** from 2001 to 2019.

Since that time Liberty has become one of the finest charter schools not only in Colorado, but in the nation. For example, in 2018 the widely-regarded *U.S. News and World Report* rankings listed LCS as the fourth best school in Colorado and the 203rd best school in the entire nation.[1]

In its charter renewal application Liberty requested the PSD Board to recognize its extraordinary record of fiscal, academic and administrative success by again granting an extended charter term. But instead of rewarding Liberty for its success, the PSD Board actually punished the school. Not only did the PSD Board not grant Liberty an extended charter term, **it actually slashed Liberty's charter term by over two-thirds** compared to its existing charter. The PSD Board's actions were manifestly not in the best interest of the students, district or community.

4. Written Findings of the Local Board.

A copy of the written resolution is attached.

5. Names, Addresses and Phone Numbers of the Appellants.

See Section 1 above.

6. Record on Appeal

The record on appeal will be requested from the school district and will be forwarded to the State Board of Education when it is received.

[1] See https://www.usnews.com/education/best-high-schools/colorado/districts/poudre-school-district-r-1/liberty-common-charter-school-4145

7. Requested Remedy.

Pursuant to C.R.S. § 22-30.5-108, Liberty respectfully requests the Colorado State Board of Education to remand the local board's decision to impose a unilateral condition on Liberty back to the local board with written instructions for reconsideration.

Respectfully submitted this 4th day of February, 2019

/s/ Barry K. Arrington

_____

Barry K. Arrington, Attorney for Appellant

CERTIFICATE OF SERVICE

The undersigned certifies that on February 4, 2019, a true and correct copy of the foregoing was emailed to:

State Board of Education
201 East Colfax Ave., Suite 506
Denver, Colorado 80203

At the following email address: state.board.efilings@cde.state.co.us.

Elizabeth Cordial
Director of State Board Relations
Colorado State Board of Education Office
201 East Colfax Ave., Suite 500
Denver, Colorado 80203

At the following email address: cordial_e@cde.state.co.us

Thomas S. Crabb, Esq.
Legal Counsel for Poudre School District
2407 La Porte Avenue
Fort Collins, Colorado 80521

At the following email address: tcrabb@psdschools.org

Julie Tolleson, Esq.
Jenna Zerylnick, Esq.
Office of the Attorney General
1300 Broadway
6th Floor
Denver, Colorado 80203

At the following email addresses: Julie.tolleson@coag.gov; jenna.zerylnick@coag.gov

And a hard copy was placed in the United States mail, first-class postage prepaid and addressed to:

Board of Education
Poudre School District
2407 LaPorte Avenue
Fort Collins, Colorado 80521-2297

And three hard copies were placed in the mail to:

State Board of Education
201 East Colfax Ave., Suite 506
Denver, Colorado 80203

/s/ Barry K. Arrington

_____
Barry K. Arrington

RESOLUTION

WHEREAS, Liberty Common School ("Liberty Common") was originally approved as a charter school under the Charter Schools Act, C.R.S. §§ 22-30.5-101 *et seq.*, pursuant to a resolution adopted by the Board of Education of Poudre School District R-1 on February 24, 1997; and

WHEREAS, after Liberty Common's initial approval it has operated as a charter school within the District, most recently under a Charter School Contract dated June 23, 2009; and

WHEREAS, the term of Liberty Common's charter and the term of Liberty Common's June 23, 2009 Charter School Contract both expire on June 30, 2019; and

WHEREAS, Liberty Common submitted a charter renewal application to the District on November 1, 2018 pursuant to C.R.S. § 22-30.5-110 and District Policy LBD; and

WHEREAS, Liberty Common's charter renewal application requests a renewal term of 25 years; and

WHEREAS, Poudre School District's four other charter schools each have an initial or renewal charter terms of five years; and

WHEREAS, C.R.S. § 22-30.5-501(2) provides that the intent of the general assembly in establishing the State Charter School Institute includes providing an alternative mode of authorizing charter schools as a means to assist school districts in utilizing best practices for chartering schools, and under C.R.S. § 22-30.5-511(1)(a) such best practices include renewing charter contracts for periods not to exceed five academic years; and

WHEREAS, the Board of Education has considered Liberty Common's charter renewal application, documents and information submitted by Liberty Common in connection with its charter renewal application, a December 12, 2018 memorandum from the Assistant Superintendent of Elementary Schools, information provided by District staff, and the Superintendent's January 2, 2019 recommendation regarding renewal of Liberty Common's charter.

NOW THEREFORE, BE IT RESOLVED by the Board of Education as follows:

1. The Board reaffirms and determines that: (a) it is committed to dealing with the charter schools it authorizes in a uniform, consistent and even-handed manner, and this includes approving initial and renewal charters and charter school contracts for terms of five years; and (b) all Poudre School District charter schools should be subject to the accountability inherent in the charter renewal process for their performance and operation at least every five years.

2. Liberty Common's charter is renewed for a five-year term commencing July 1, 2019, subject to and pending satisfaction of the requirement that a charter school contract mutually acceptable to the Board and Liberty Common is negotiated and signed on or before April 23, 2019. If the requirement in the immediately preceding sentence is not satisfied, Liberty

Common shall be prohibited from operating its charter school after June 30, 2019 until a mutually acceptable charter school contract is negotiated and signed.

Adopted this 22nd day of January, 2019.

POUDRE SCHOOL DISTRICT R-1

ATTEST:

By: _____
President, Board of Education

Jessa Oppenheimer
Secretary, Board of Education

STATE OF COLORADO BOARD OF EDUCATION 201 East Colfax Avenue, #506 Denver, Colorado 80203	
In Re: Appellant: Liberty Common School District: Poudre School District No. 1	▲ BOARD USE ONLY ▲
Attorney for appellant: Barry K. Arrington Arrington Law Firm 3801 East Florida Avenue, Suite 830 Denver, Colorado 80210 Phone Number: (303) 205-7870 FAX Number: (303) 463-0410 E-mail: barry@arringtonpc.com	Case Number: 19-CS-01
LIBERTY COMMON SCHOOL'S OPENING BRIEF	

Liberty Common School ("Liberty") submits the following opening brief:

INTRODUCTION

The Board of Education of Poudre School District No. 1 (the "PSD Board") approved Liberty's charter 22 years ago on February 24, 1997.[1] The last time Liberty's charter came up for renewal was in 2001. At that time the PSD Board agreed to a charter term that extended for 18 years through 2019.[2] Since that time Liberty has become one of the finest schools not only in Colorado, but in the entire nation.

In its most recent charter renewal application Liberty requested the PSD Board to recognize the school's extraordinary record of fiscal, academic and administrative success by following the precedent the District set in 2001. Specifically, Liberty requested the board to again grant it an extended charter term. But instead of rewarding

[1] Record ("Rec."), 381.
[2] *Id.*

Liberty for its success, the PSD Board actually punished the school. Not only did the PSD Board not grant Liberty an extended charter term, it actually slashed Liberty's charter term by over two-thirds compared to its existing charter. As set forth below, the PSD Board's actions were manifestly not in the best interest of the students, district or community, and Liberty respectfully requests the State Board to remand that action for reconsideration.

FACTS

A. Undisputed Facts

Liberty believes the following to be undisputed:

1. On February 24, 1997 the PSD Board approved Liberty's Final Application to form and operate a charter school in the School District, and on June 26, 2000 the PSD Board approved amendments to the Final Application, and on May 12, 2009 the PSD Board conditionally approved Liberty's request for expansion to add grades 10-12 to its education program.

2. Liberty has operated as a charter school within the School District since July 1997. Liberty's current charter was granted in 2001 for an 18-year term expiring on June 30, 2019.

B. Disputed Facts

Liberty is unaware of any disputed facts.

DISCUSSION

A. Standard of Review

The Charter Schools Act gives the Colorado State Board of Education appellate authority in charter school appeals. C.R.S. § 22-30.5-108(1). The statute authorizes the State Board to "review decisions of any local board of education concerning the denial of a charter school application, the nonrenewal or revocation of a charter school's charter, or the unilateral imposition of conditions on a charter applicant." *Id.* In a first appeal such

as this, the State Board must determine whether the decision of the PSD Board to impose the unilateral condition was contrary to the best interests of the pupils, school district, or community. C.R.S. § 22-30.5-108(3)(a).

B. Liberty Common School is One of the Best Schools in the Nation

Liberty has been consistently ranked among the best schools in the nation. Space precludes an exhaustive listing of Liberty's accomplishments. In this section, the school will point to some of the highlights of its record:

As the District's own website notes, Liberty has been ranked the top-performing high school in Colorado by *US News & World Report, Denver Westword, ColoradoSchoolGrades.com* and other independent evaluators. Supplemental Record, 4.

Liberty has received the United States Department of Education's highly-coveted "Blue Ribbon School" designation. Rec., 481.

Liberty had the highest average SAT score in Colorado in 2018 (1322), a state record. Rec., 867.

Liberty had the highest PSAT scores in Colorado in 2018 (1189). Rec., 867.

For the distinguished National Merit Semi-Finalist program, Liberty had two semi-finalists in 2016, six semi-finalists in 2017, and seven semi-finalists in 2018. Rec., 867.

The School Performance Framework shows the school earned a 97.4% score on the performance indicator of Academic Achievement, and a 100% score on the performance indicator of Postsecondary & Workforce Readiness. Rec., 601.

Liberty's academic success has also been recognized by the State of Colorado, which has awarded the school with the John Irwin School of Excellence award every year since 2001. Rec., 911.

Not only has Liberty been excellent in absolute terms, but also it has helped its students obtain outstanding growth. In 2018, Liberty was awarded the High School Academic Growth Award from the Colorado Department of Education. Liberty was one of only eight schools in Colorado to receive this award. In the words of District Assistant Superintendent Todd Lambert, "That is a HUGE accomplishment . . ." (emphasis in the original). Supplemental Record, 1.

Liberty was recognized by the Center for Education Reform as the 2007 National Charter School of the Year. Rec., 911.

Liberty students have been accepted to every university in Colorado and many other prestigious institutions including, John Hopkins University, Creighton University, Dartmouth College, the United States Air Force Academy, West Point, the United States Naval Academy, the University of California-Berkeley, Lewis And Clark University, Cornell University and dozens of others. Rec., 868.

Liberty is recognized by the Core Knowledge Foundation as an Official Core Knowledge Visitation Site. Rec., 911.

Liberty students also participate in a wide variety of clubs and activities, including music, athletics, and academic competitions. Groups currently established include: Key Club, FBLA, Knowledge Bowl, Science Bowl, Ocean Bowl, Cyber Patriot, Robotics, and Junior Classical League. Rec., 867.

For Liberty students who struggle with academic success, the school has a robust Academic Support Team to ensure every student is afforded an equal opportunity to achieve academic success. Rec., 752, 813.

In summary, by any measure, Liberty is one of the finest schools in the nation.

C. Extraordinary Success Should be Rewarded, Not Punished

Liberty's argument will be brief. There is no need to belabor the obvious. In 2001 the PDS Board granted an 18-year charter to Liberty, and in that time the school has accomplished extraordinary things as outlined above. One would think the PSD Board would be proud of Liberty. One would think the PSD Board would want to reward its success. One would think the PSD Board would see no need to require the school to justify its existence every five years. But if one thought those things, one would be wrong. Instead of rewarding Liberty's success by granting it another extended charter, the PSD Board went the opposite direction and punished the school by slashing the term of its charter from 18 years to 5 years.

The issue that must be decided in this appeal is very clear. The statute gives the State Board a measuring stick – the "best interests" standard – to evaluate district actions in these appeals.[3] The State Board must hold that measuring stick alongside the PSD Board's action in this case and determine whether it measures up. Thus, this appeal comes down to a straightforward binary decision: Which of the following two statements is true?

1. The PSD Board's decision to slash the charter term of one of the most successful schools in the nation **was** in the best interests of the pupils, school district, or community.

[3] C.R.S. § 22-30.5-108(3)(a).

OR

2. The PSD Board's decision to slash the charter term of one of the most successful schools in the nation **was contrary** to the best interests of the pupils, school district, or community.

Liberty respectfully suggests that the answer to this question is obvious, and requests the State Board to remand the PSD Board's decision for reconsideration.

D. The PSD Board's Purported Reasons for its Decision Do Not Bear Up Under Scrutiny

Surely the District had a reason for its decision to slash Liberty's charter term.[4] And indeed the District has advanced three reasons: (1) slavish adherence to an arbitrary standard of uniformity; (2) adherence to prior practice; and (3) the requirements of CDE's "best practices" standards. None of these reasons bears up under scrutiny.

1. Excellent Schools Should Be Rewarded, Not Treated "Uniformly"

The PSD Board's resolution that cut Liberty's charter term states:

> The Board reaffirms and determines that: (a) **it is committed to dealing with the charter schools it authorizes in a uniform**, consistent and even-handed manner, and this includes approving initial and renewal charters and charter school contracts for terms of five years; and (b) all Poudre School District charter schools should be subject to the accountability inherent in the charter renewal process for their performance and operation at least every five years

(emphasis added).

The District insists that "one size fits all." All charter schools are the same, and therefore they should be treated uniformly. There is never any need to make any sort of individualized determination regarding charter school performance. We will not sanction

[4] A reason other than being generally anti-charter (which is the reason the District is one of only 8 (out of 178) school districts that has had its exclusive chartering authority revoked.) https://www.cde.state.co.us/cdechart/distauthinfo

poor performance; nor will we reward excellence. Why? Because uniformity is an end in itself and therefore it is necessary to be uniform at all costs.

There can be little doubt that the District's attitude, which is all too common, is why there is a school choice movement in the first place. While the District might believe it is an affirmatively bad thing to reward excellence or sanction poor performance, most reasonable people would be dubious of that proposition. Liberty suggests that the District's elevation of uniformity as its guiding principle does not meet the best interests standard. Instead, the bests interests of the students are better met by treating each school according to its due based on its performance. Unsurprisingly, the Department's "best practices" regulations for authorizers urge districts to adhere not to uniformity as a goal but to "performance contracting" that provides for "performance consequences." Specifically, the regulations state:

> **Performance Contracting**. The Charter School Authorizer executes contracts with charter schools that articulate the rights and responsibilities of each party regarding school autonomy, funding, administration and oversight, outcomes, measures for evaluating success or failure, **performance consequences**, and other material terms. The contract is an essential document, separate from the charter application, that establishes the legally binding agreement and terms under which the school will operate.

1 Colo. Code Regs. § 301-88:3.04 (emphasis added).

2. The District's Resolution is a Departure From Prior Practice

The District implies in its resolution that it has always treated all charter schools the same by granting only five year charters ("The Board reaffirms . . ."). Of course, this is not true, as Liberty's own experience demonstrates. The District has a history of granting extended charters as demonstrated by the fact that in 2001 it granted an 18-year

charter to Liberty. Thus, the District's decision represents a departure from – not adherence to – its prior practice.

3. The Best Practices Standards Completely Undermine the District's Position

Finally, the District suggests that the Charter Schools Act and the Department of Education's "best practices" regulations for authorizers mandate five-year terms. This is simply false. First, the statute the District cites for this proposition does not even apply to Liberty or the District. The District cites C.R.S. § 22-30.5-511(1)(a) for a five-year limit on terms. That provision is part of the Colorado Charter School **Institute** Act, and it does not apply to district-authorized charter schools.

The corresponding provision of the Charter Schools Act is C.R.S. § 22-30.5-110(1)(a). Interestingly, at one time that statute contained a similar five-year restriction on terms, but in 2004 the statute was amended **specifically to remove** the limitation for district-authorized schools. See 2004 Colo. Sess. Laws, 1582. In other words, the District's position is based on a statutory analysis that is 14 years out of date.

Moreover, the authorizer best practice regulations support Liberty's position in this appeal and are directly contrary to the District's. With respect to charter terms, the regulations state:

> (A) The Charter School Authorizer demonstrates exemplary practices in matters related to contract term, negotiation, and execution by doing the following: . . .
>
> **(A)(2)** Granting charter contracts for a term of five operating years**, or longer** only with periodic high-stakes reviews every five years; . . .

1 Colo. Code Regs. § 301-88:3.04(A) (emphasis added).

Far from prohibiting charter terms longer than five years, the regulations specifically contemplate that in appropriate circumstances the best practice will be to grant an extended term. It is difficult to imagine circumstances where it would be more appropriate to exercise this option than in Liberty's case.

In its resolution the District implies that the only way to hold a charter school accountable is to require it to reapply every five years. Again, the best practices regulations are directly contrary to the District's position. The regulation quoted above states that when a district grants a charter term longer than five years, it should ensure there are "periodic high-stakes reviews" every five years. Thus, contrary to the District's position, an authorizer can hold a high-achieving school accountable through periodic high stakes reviews. It is not necessary to impose the wasteful administrative burden (at both the school and district levels) of applications for renewal for such schools.

In summary, the PSD Board's decision in this case appears to be based on a fundamental misapprehension of the statutes and the best practices regulations. The PSD Board believes it is required to limit charter terms to five years. That belief is false. The PSD Board believes that the only avenue provided by the regulations for holding a charter school accountable is requiring it to reapply every five years. That belief is also false. Liberty respectfully suggests that **any** decision by **any** local board that is grounded in a fundamentally faulty understanding of the statute and the regulations can never be in the best interests of the students, district or community. The PSD Board's decision is just such a decision and therefore fails the best interests standard.

CONCLUSION

For the foregoing reasons, Liberty respectfully requests the State Board to remand the PSD Board's decision for reconsideration and give the PSD Board specific recommendations concerning the matter requiring reconsideration. Specifically, Liberty requests the State Board to remand for reconsideration the PSD Board's refusal to even consider granting an extended charter term to Liberty.

Respectfully submitted this 18th day of February, 2019

/s/ Barry K. Arrington

_____

Barry K. Arrington, Attorney for Appellant

CERTIFICATE OF SERVICE

The undersigned certifies that on February 18, 2019, a true and correct copy of the foregoing was emailed to:

State Board of Education
201 East Colfax Ave., Suite 506
Denver, Colorado 80203

At the following email address: state.board.efilings@cde.state.co.us.

M. Brent Case, Esq.
Jonathan P. Fero, Esq.
Semple, Farrington, Everall & Case, P.C.
1120 Lincoln Street, Suite 1308
Denver, Colorado 80203

At the following email addresses: bcase@semplelaw.com ; jfero@semplelaw.com

Julie Tolleson, Esq.
Jenna Zerylnick, Esq.
Office of the Attorney General
1300 Broadway
6th Floor
Denver, Colorado 80203

At the following email addresses: Julie.tolleson@coag.gov; jenna.zerylnick@coag.gov

/s/ Barry K. Arrington

_____

Barry K. Arrington

STATE OF COLORADO BOARD OF EDUCATION 201 East Colfax Avenue, #506 Denver, Colorado 80203	
In re: **Appellant:** LIBERTY COMMON SCHOOL v. **District:** POUDRE SCHOOL DISTRICT NO. 1	**▲ COURT USE ONLY▲**
M. Brent Case, #36623 Jonathan P. Fero, #35754 SEMPLE, FARRINGTON, EVERALL & CASE, P.C. 1120 Lincoln Street, Suite 1308 Denver, Colorado 80203 Phone Number: (303) 595-0941 FAX Number: (303) 861-9608 E-mail: bcase@semplelaw.com; jfero@semplelaw.com	Case Number: 19-CS-01
POUDRE SCHOOL DISTRICT NO. 1'S ANSWER BRIEF	

INTRODUCTION

Appellant Liberty Common School ("Liberty") appeals a resolution by the Board of Education of Poudre School District No. 1 ("PSD") unconditionally approving its renewal application. While disguising its appeal as one challenging a unilateral condition imposed on it—complaining that the resolution envisions only a term of five years, rather than the 25 years Liberty requests—what Liberty truly seeks to accomplish is to have the State Board intervene in the parties' still-to-come charter school contract negotiations. Justifiably avoiding constitutional violations, the State Board has refused to do that before, and it should again decline the overture. Even if what will apparently be a dispute in upcoming contract negotiations was fodder

for appeal, Liberty has failed to establish that the extraordinarily long term it demands is in the best interests of the pupils, PSD, or the community. It practically ignores the State Board's standard of decision and instead claims virtual entitlement to a prolonged term simply based on past academic success and its previous 18-year term. While PSD recognizes Liberty for its achievements, there is no authority that performance, even high performance, alone justifies a charter contract that would continue for a quarter of a century. National and state organizations embrace five-year terms as a standard best practice. Only facility financing needs—something the record shows likely motivated the last renewal—may show cause for a longer one. Liberty has utterly failed to present any valid justification for a 25-year term, let alone a bona fide financial need, and its appeal should be denied.

RECITATION OF FACTS

I. Stipulated Facts.

PSD agrees with Liberty that:

1. On February 24, 1997 the PSD Board approved Liberty's Final Application to form and operate a charter school in the School District, and on June 26, 2000 the PSD Board approved amendments to the Final Application, and on May 12, 2009 the PSD Board conditionally approved Liberty's request for expansion to add grades 10–12 to its education program.

2. Liberty has operated as a charter school within the School District since July 1997. Liberty's current charter was granted in 2001 for an 18-year term expiring on June 30, 2019.

PSD believes the following additional facts, established by the record on appeal ("App. R."), to also be beyond dispute:

3. PSD approved Liberty's charter application for an initial term of five years, commencing in the 1997–98 school year. App. R. p. 1. The initial charter school contract was to terminate on June 30, 2002. App. R., p. 29.

4. In 1998, Liberty borrowed approximately $3,670,000 from the sale of revenue bonds maturing in 2019 to purchase the building it was already leasing for its school. App. R. pp. 67–68, 83, 85. The bonds were sold at 6.95% and were to be serviced with escalating annual principal payments ranging from $80,000 in 2000 to $640,000 in 2019. App. R., pp. 85–86, 89, 307. The bond disclosure warned that the bonds had not been rated by any rating agency and were not supported by any form of credit enhancement. App. R., p. 80. The bond disclosure also warned that Liberty had only been in operation for one year, with limited operating data and unaudited results, and "[n]o assurances c[ould] be given that the Charter School w[ould] be successful." App. R., p. 80. Title to the building was vested in the Liberty Common School Building Corporation ("LCS Building Corp."), which leased the building to Liberty under an indefinite lease with no set term. App. R., pp. 275–76, 282–83.

5. In August 2001, Liberty and PSD completed a renewal charter school contract with a term of 18 years. App. R., p. 362. Liberty reported it was budgeting $477,000 in 2002 to pay rent to LCS Building Corp. and set aside bond interest. App. R., p. 374. Around that time and continuing into 2002, Liberty and LCS Building Corp. explored another, larger bond issue to fund expansion of the building, as well as redemption of the 1998 bond issue to take advantage of lower interest rates. App. R. pp. 309–10.

6. When PSD conditionally approved Liberty's request for expansion to add grades 10–12 to its education program in 2009, it found that Liberty had not provided any information on

its "plans regarding the site, facility, construction, timelines or financing." App. R., p. 379. Accordingly, PSD required Liberty to "define the scope of its plan to expand its existing facility and/or to lease or purchase an additional facility." App. R., p. 380.

7. With five years remaining on its charter school contract in 2014, Liberty borrowed approximately $1,595,000 from another sale of revenue bonds with a maturity date of 2044. App. R., pp. 596–97. The reported annual bond service ranges from approximately $26,000 in interest in 2014 to approximately $113,000 in principal and interest in 2044. App. R., pp. 596–97. Liberty did not report any other bond service obligations to PSD in its 2018 renewal application. App. R., pp. 567–97.

8. On November 1, 2018, Liberty submitted its renewal application to PSD. App. R. pp. 480–81. The application proposed a 25-year renewal term. App. R., p. 481.

9. PSD staff reviewed Liberty's 2018 renewal application and noted it "is a successful charter school" that "is meeting and exceeding student performance metrics as identified in the School Performance Framework" and has a waiting list. App. R., p. 914. However, PSD staff explained that Liberty's request for a 25-year charter school renewal contract term "is not consistent with best practice in PSD nor in the state of Colorado." App. R., p. 914.

10. PSD currently authorizes four other charter schools, and each has an initial or renewal term of five years. App. R., p. 916.

11. The National Association of Charter School Authorizers "recommends five operating years per charter term." App. R., p. 445 n.5. The Colorado Department of Education recommends renewal of a charter contract be "undertake[n] every three to five years, unless a longer contract has been signed to address facility financing issues." App. R., p. 452. "Even in

these situations, best practice suggests that a charter school undertake a renewal-like review every five years." *Id.*

12. On January 22, 2019, PSD approved Liberty's renewal application for a five-year term, "pending satisfaction of the requirement that a charter school contract mutually acceptable to the Board and Liberty Common is negotiated and signed on or before April 23, 2019." App. R., pp. 916–17. In its resolution, the PSD Board "reaffirm[ed] and determine[d] that: (a) it is committed to dealing with the schools it authorizes in a uniform, consistent and even-handed manner, and this includes approving initial and renewal charters and charter school contracts for terms of five years; and (b) all Poudre School District charter schools should be subject to the accountability inherent in the charter renewal process for their performance and operation at least every five years." App. R. p. 916.

II. Disputed Facts.

PSD is unaware of any disputed facts in this appeal.

STANDARD OF REVIEW

The State Board of Education's initial appellate authority over charter applications is focused on determining whether the local board's decision was "contrary to the best interests of the pupils, school district, or community." § 22-30.5-108(3)(a), C.R.S. As the appellant, Liberty carries the burden of proof. Colo. State. Bd. of Educ., *Admin. Policy on Charter School Appeals* 7 (2008 rev.).

ARGUMENT

I. The State Board must refuse Liberty's invitation to dictate the term of a renewal contract.

While Liberty cloaks this appeal as one challenging a "unilateral imposition of conditions on a charter applicant or a charter school," there are no such "conditions" present here; PSD has already unconditionally approved Liberty's charter application, pending completion of a mutually acceptable renewal contract. App. R., pp. 916–17. Rather, this appeal is a thinly-veiled attempt at persuading the State Board to impose upon PSD the 25-year contract term Liberty seeks—well before the parties have even begun negotiating. Such an order would exceed the State Board's authority and usurp the PSD Board's well recognized power to negotiate the specific terms of a charter contract.

The State Board has recently addressed "conditions" as referenced in § 22-30.5-108(1) in relation to the application process. But it has done so in the context of conditions ***precedent*** to the ***approval*** of a charter school application. *See Black's Law Dictionary* 288 (7th ed. 1999) (defining a "condition" as "[a] future and uncertain event on which the existence or extent of an obligation or liability depends; an uncertain act or event that triggers or negates a duty to render a promised performance."). PSD has not made approval of Liberty's charter application contingent upon the fulfillment of certain requirements or resolved to later revoke the approval of Liberty's application if the contingencies do not come to pass. *Cf.* Orders in State Board Case Nos. 17-CS-06 & 18-CS-04 (both discussing "conditional approval"). The PSD Board has approved Liberty's application without condition. App. R. pp. 916–17.

What Liberty complains about is the PSD Board's telegraphing of its position on the term of the charter school contract with Liberty that has yet to be negotiated. The Colorado Supreme

Court, however, has made it clear that the State Board may not entertain invitations to dabble in contract negotiations between an approved charter school applicant and a local school district. Even when the State Board mandates approval of a charter school application, the charter school contract must still be subsequently negotiated with "terms acceptable to the local district." *Owens v. Colo. Congress of Parents, Teachers & Students*, 92 P.3d 933, 942 (Colo. 2004) (citing *Bd. of Educ. v. Booth*, 984 P.2d 639, 653–54 (Colo. 1999)). This is because the approval of an application does not establish a final contract; approval was only "intended to be an interim step toward creation of [a] contract." *Booth*, 984 P.2d at 653–54. A local board can approve a charter application even if it has concerns about an application, and it has the right to expect that any concerns will be resolved in a subsequently negotiated contract. *See id.* at 654.

State Board dictation of contract terms—including the length of the contract—would amount to it "substituting its judgment for that of the local board" and "create a direct conflict with the local board's statutory authority 'to determine which schools of the district shall be operated and maintained.'" *Id.* at 653 (citing § 22-32-110(l), C.R.S.). "Moreover, it might easily have the effect of usurping the local board's decision-making authority or its ability to implement the educational programs for which it is ultimately responsible. ***Such an effect would raise serious constitutional infirmities***." *Id.* (emphasis added). The *Booth* court was so emphatic on this point that it repudiated the State Board's attempts to require a local board to provide mere ***status reports*** on post-mandated approval negotiations. *Id.* at 655; *see also Owens*, 92 P.3d at 942 ("The very limited nature of the state board's role is illustrated by the fact that we rejected as *ultra vires* the state board's attempt to order the local board to provide status reports on its future contract negotiations with the proponents.").

The State Board clearly took note of the Supreme Court's holding in *Booth*. In State Board Case No. 07-CS-01, Dolores Huerta Preparatory High included $900,000 for facility funding in both its charter application and proposed contract. Ex. A, Order, pp. 1–2, ¶ 2; *Dolores Huerta Preparatory High v. Colo. State Bd. of Educ.*, 215 P.3d 1229, 1232 (Colo. App. 2009). Pueblo School District No. 60 refused to agree to an express provision requiring a payment of $900,000, and the parties finalized a contract without it. Ex. A, p. 2, ¶¶ 3–8; *Dolores Huerta*, 215 P.3d at 1232. Two years later, Dolores Huerta invoked arbitration under § 22-30.5-107.5, C.R.S. to determine its entitlement to the $900,000 sum. Ex. A, pp. 2–3, ¶¶ 9–11; *Dolores Huerta*, 215 P.3d at 1232. The arbitrator awarded that amount to Dolores Huerta, and Pueblo appealed. Ex. A, pp. 1, 3, ¶ 11; *Dolores Huerta*, 215 P.3d at 1232. The State Board vacated the award because neither it nor the mediator had authority to "attempt[] to impose on the parties an entirely new contract term that d[id] not appear in the document itself." Ex. A, pp. 4–5, ¶ 16. As the State Board explained, under both state statute and *Booth*, "the 'manner' and amount of any [facility] support is left to be negotiated and agreed upon between the District and the charter applicant." *Id.*, p. 4, ¶ 17, *quoted in Dolores Huerta*, 215 P.3d at 1232. "To construe th[e statute] to authorize the mediator or the State Board to impose upon a District new contractual terms that are not a part of the Contract bargained for and agreed to by the parties would raise ***serious constitutional issues***." Ex. A, p. 3, ¶ 13 (emphasis added).

The same result must follow here. Even though no contract has been signed and a different statute is being invoked, Liberty's appeal is nothing more than a preemptive request for a specific contract term that is analogous to Dolores Huerta's after-the-fact effort to rewrite its contract.

Deciding Liberty's appeal on its purported merits would exceed the State Board's authority and not pass constitutional muster.

II. PSD's approval should be upheld because Liberty cannot establish that a 25-year renewal term is in the best interests of the pupils, school district, and community.

Even if the State Board reviews PSD's indication that it wants a five-year renewal term, Liberty's appeal should be denied because it cannot meet its burden of establishing that a 25-year renewal term is in the best interest the pupils, PSD, and the community.

A. Five-year renewal terms are national and state best practice, and Liberty offers no valid reason for special treatment.

The National Association of Charter School Authorizers recommends five-year terms for renewal contracts. App. R., pp. 445 n.5. The Colorado Department of Education, in conjunction with the Colorado Charter School Institute and the Colorado League of Charter Schools similarly recommends five-year renewal terms. App. R., pp. 450, 452. Just one exception is recognized—"to address facility financing needs." App. R., p. 452; *accord* § 22-30.5-511(1), C.R.S. (limiting the Institute's renewal authority to five-year terms except "for the purpose of enhancing the terms of any lease or financial obligation"). Even so, the Department makes clear that for longer terms, "best practice suggests that a charter school undertake a renewal-like review every five years." App. R., p. 452. The State Board similarly establishes a default term of five years as an "exemplary practice[]" for charter school authorizers. 1 C.C.R. 301-88, § 3.04(A)(2). Longer terms must include "periodic high stakes reviews every five years." *Id.*

Here, Liberty has never attempted to justify its request for a term longer than five years with any facility financing needs—either to the PSD Board or in its opening brief on appeal. Nor could it, as the record is clear that Liberty was able to borrow $1,595,000 from a sale of long-term

revenue bonds in 2014, when just five years remainied on its charter school contract. App. R., pp. 596–97. Indeed, nothing in the record supports any notion that Liberty ***needs*** a renewal term of more than five years. Were there any real financial justification for the extremely long 25-year term Liberty requested, it would have been stated in the application and duly considered.

The only reason Liberty has put forward is that it is a high performing school. Yet, there is no exemption in the National Association of Charter School Authorizers, the Department, and the State Board's best practice standards for favorable academic performance. While special treatment on that basis might have some dramatic appeal, such as to reward results, the State Board's rules strongly disfavor "making renewal decisions . . . on the basis of political or community pressure or solely on promises of future improvement." 1 C.C.R. 301-88, § 3.06(B)(2). Pure emotion has no place in this appeal.

Liberty's position also is antithetical to Colorado's accountability system, which measures ***every public school every year***, regardless of how it performed in the past. Even schools that earn the highest rating of accredited with distinction are evaluated annually. A longer contract term effectively results in less oversight. Liberty's appeal is basically a plea for trust that it will continue to perform at high level more than two decades into the future. The accountability system, over which the State Board exercises critical authority, is not built on promises. It is built on meaningful oversight, and the legal framework governing charter schools is no different. For example, the State Board's guidelines for charter authorizers require ongoing oversight and evaluation that informs renewal decisions. 1 C.C.R. 301-88, § 3.05.

A lot can happen in 25 years. It is long enough to allow two separate generations of students to pass from kindergarten to twelfth grade. High academic performance today is no guarantee of a

successful school tomorrow. Liberty's governing board is sure to turn over numerous times. App. R., p. 490 (providing generally for three-year terms of office). School leadership certainly can and probably will change. Even accountability standards and specific performance targets change over time. Public education is not about resting on laurels; it is about continual performance. Students of the future deserve a quality school just as much as those currently enrolled, and it is PSD's duty to do everything it can to ensure all of its students are served year after year.

Liberty makes this analysis easy, presenting no argument at all as to why a five-year renewal period is not in the best interests of students, the school district, or the community (or why a 25-year term is in anyone's best interest other than its own). At its core, Liberty's position is that unlike other charter schools, it simply should not have to bother with submitting renewal applications. That will hardly be a significant or challenging administrative task. If Liberty's performance remains consistent over the next five years and so on, it should have no difficulty presenting strong renewal applications.

B. PSD's efforts to maintain uniformity amongst its charter schools furthers the requirements of the Colorado Constitution.

Consistent with best practice standards discussed above, PSD currently authorizes four other charter schools, and each has an initial or renewal term of five years. App. R., p. 916. Five-year contract terms enable meaningful school accountability within PSD via regular opportunities to evaluate charter school performance and stability. Consistency is also maintained by treating all authorized charter schools the same, whether they are struggling schools or high-performing ones. It cannot be disputed that PSD's preference to follow national and state best practices in this regard is an exercise of its constitutionally protected control over instruction. Colo. Const. Art. IX, Sec. 15. As already explained, the charter application appeal process is not a means of circumventing

local control. *See also* § 22-30.5-108(5), C.R.S. (declaring that "nothing in this section "shall be construed to alter the requirement that a charter school . . . ***be accountable to the local board of education***") (emphasis added).

Liberty nonetheless questions the wisdom of PSD's effort to promote uniformity but fails to recognize it is a standard expressly memorialized in the Colorado Constitution. Article IX, Section II directs the General Assembly "to provide for the establishment and maintenance of a thorough and ***uniform*** system of free public schools throughout the state." As interpreted by the Colorado Supreme Court, the word "uniform" in this provision connotes a public education system "characterized 'by a lack of variation, diversity, [or] change in form' or that is 'consistent . . . in character.'" *Lobato v. State*, 304 P.3d 1132, 1139 (Colo. 2013) (quoting *Webster's Third New International Dictionary* 2498 (1971)). Therefore, as a matter of law, it is in the best interests of the pupils, school district, and community to have a reasonable degree of consistency in the length of charter school contracts. 25 years is an extreme deviation from the norm that should not be granted absent some compelling justification. Liberty provides no valid reason for a renewal term so out of line with prevailing standards.[1]

[1] Liberty also suggests PSD's express reliance on uniformity is somehow a sham for anti-charter sentiment. This baseless attack should be disregarded, as it has no support whatsoever in the record. In fact, PSD currently authorizes a total of five charter schools. App. R., p. 916. That PSD did not gain exclusive authority over ten years ago, allowing the Institute to also authorize charter schools within the district, has absolutely no bearing on the merits of Liberty's appeal. The sole question is whether Liberty meets its burden of establishing that a 25-year term is in the best interest of the pupils, the school district, and the community.

C. Liberty is not entitled to a 25-year term just because its last contract was for 18 years.

Liberty's final argument on appeal is that it should get a 25-year term because its last term was 18 years. Of course, this would be the same "slavish adherence to an arbitrary standard" that Liberty levels on PSD. Perhaps the least persuasive reason to agree to an extraordinarily long renewal term is that it was done before. More concerning is Liberty's apparent attempt to ignore why it has been operating on an 18-year term and capitalize on its silence below. If precedent is so important in this context, why did Liberty not justify its 25-year request to PSD on that basis? The rationale behind the length of Liberty's expiring contract is not explained in its 2018 application, and nothing in the record suggests it was a reward for a successful school launch.

To the contrary, the record reveals that at the same time it was negotiating a long-term renewal contract, Liberty was exploring another bond issue. App. R. pp. 309–10. The proceeds were to fund expansion of its building, as well as redemption of its previous 1998 bond issue to take advantage of lower interest rates and presumably reduce the cost of debt service (recall the 1998 bond issue was done when Liberty had no track record and was on its initial charter contract). App. R. pp. 80, 309–10. It seems to be no coincidence that the 18-year term PSD previously accepted matched the 21-year maturity of the 1998 bond issue. App. R. pp. 67–68, 83, 85.

Liberty undoubtedly recognizes that facility financing can justify a longer renewal term, but it conveniently wants the State Board to overlook how different its financial standing appears today versus 18 years ago. The track record it has established must have helped Liberty with its most recent 2014 bond issue when seemingly favorable financing was obtained, even though just five years remained on its charter school contract. App. R., pp. 596–97. From its perspective, Liberty may be a victim of its own success. But that does not mean a lower renewal term which

without financial justification matches national, state, and local best practice, is a punishment. Liberty can show no prejudice from being required to apply for renewal in 2024 rather than 2044.

CONCLUSION

Liberty's appeal should be denied. The narrow review of local board action on a charter application does not authorize litigation of presumptive contract terms. Dictating a 25-year renewal term here would unconstitutionally usurp the PSD Board's guaranteed control over instruction. Even on its purported merits, Liberty's appeal cannot succeed. The record does not support a conclusion that a 25-year renewal term under the present circumstances would be in the best interests of the pupils, school district, and community. PSD's indication of a five-year term is consistent with national and state best practices and promotes uniformity within the district. Liberty has not presented any valid justification for a longer term.

DATED this 1st day of March, 2019.

SEMPLE, FARRINGTON, EVERALL & CASE, P.C.

By: *Jonathan P. Fero*
M. Brent Case, #36623
Jonathan P. Fero, #35754

Attorneys for Poudre School District No. 1

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of March, 2019, a true and correct copy of the foregoing **POUDRE SCHOOL DISTRICT NO. 1'S ANSWER BRIEF** was filed and served via Email on the following:

State Board of Education
201 East Colfax Avenue, Ste. 506
Denver, CO 80203
state.board.efilings@cde.state.co.us
Earle_C@cde.state.co.us

Barry K. Arrington, Esq.
Arrington Law Firm
3801 East Florida Avenue, Ste. 830
Denver, CO 80210
barry@arringtonpc.com

Julie Tolleson, Esq.
Jenna Zerylnick, Esq.
Office of the Attorney General
1300 Broadway, 6th Floor
Denver, CO 80203
julie.tolleson@coag.gov
jenna.zerylnick@coag.gov
Carmen.VanPelt@coag.gov

By: *s/ Jonathan P. Fero*

STATE OF COLORADO BOARD OF EDUCATION 201 East Colfax Avenue, #506 Denver, Colorado 80203	
In Re: Appellant: Liberty Common School District: Poudre School District No. 1	▲ BOARD USE ONLY ▲
Attorney for appellant: Barry K. Arrington Arrington Law Firm 3801 East Florida Avenue, Suite 830 Denver, Colorado 80210 Phone Number: (303) 205-7870 FAX Number: (303) 463-0410 E-mail: barry@arringtonpc.com	Case Number: 19-CS-01
LIBERTY COMMON SCHOOL'S REPLY BRIEF	

Liberty Common School ("Liberty") submits the following reply brief:

A. The District Has Imposed a Unilateral Condition

The PSD Board's January 22 resolution states: "Liberty Common's charter is renewed for a five-year term . . ." The District characterizes this as merely "telegraphing" the PSD Board's position on the term of the charter school contract. Dist. Br., 6. The District is being less than candid. The whole purpose of the limitation on the charter term in the resolution is to carve that limitation in stone and remove it from contract negotiations. Yet the District would have the State Board believe that even though the PSD Board limited the term of the charter to five years, the parties nevertheless remain free to negotiate a longer charter contract term. This is ridiculous. When the PSD Board imposed the five-year charter term in the resolution, it was not inviting negotiation about the charter term. Its obvious purpose was to foreclose

negotiation on that subject. Thus, despite the District's dubious protests to the contrary, the PSD Board imposed a unilateral condition regarding the charter term, and Liberty has the right to appeal that unilateral condition.

B. The District Misunderstands the Basis of Liberty's Appeal

The District says this appeal is an attempt to persuade the State Board to impose Liberty's proposed contract term on the District. Dist. Br., 6. This is not true. The Charter Schools Act contemplates that the parties will negotiate a contract after a renewal application is granted. C.R.S. 22-30.5-110(1)(b). This provision of the statute is undermined when a district refuses to negotiate about a contract provision and instead seeks to unilaterally impose its contract position before contract negotiations even begin. That is what the District has done, and that is what Liberty has appealed.

Liberty proposed a 25-year term in its renewal application. Instead of negotiating with Liberty about the term, the PSD Board responded by attempting to unilaterally impose a five-year term in its resolution. Liberty has appealed the District's refusal to negotiate. It has not sought to impose its own unilateral condition. Liberty made this clear in its opening brief. The school did **not** ask the State Board to impose any particular contract term; it requested the following relief: "Liberty requests the State Board to remand for reconsideration the PSD Board's refusal to even consider granting an extended charter term to Liberty." Opening Brief, 10.

It is a mystery why the District believes that instead of negotiating, it can carve out a contract provision, refuse to negotiate about that provision, and unilaterally impose its view regarding that provision on Liberty. At this stage of the process, Liberty is not asking the State Board to impose any term, much less a 25-year term. Instead, the

District steadfastly refuses to negotiate about this matter, and in this appeal, Liberty is merely requesting the State Board to require the District to negotiate in good faith.[1] *See, Bd. of Educ. of Sch. Dist. No. 1 in City & Cty. of Denver v. Booth*, 984 P.2d 639, 655 (Colo. 1999) (charter approval contemplates parties will negotiate in good faith).

C. The State Board has Authority in this Matter

The Charter Schools Act did not originally have a provision allowing appeals of unilateral conditions. In the mid-90's the PSD Board's previous efforts to impose unilateral contract conditions on Liberty led the legislature to amend the statute to allow such appeals. See Exhibit A (H.B. 96-1293; Senator Schaffer, co-sponsor). Here we are 23 years later, and the PSD Board is still attempting to impose unilateral contract conditions on Liberty. And not only that, but it also has the temerity to announce to the State Board that it is powerless to prevent it from doing so. Unsurprisingly, the District's you're-not-the-boss-of-me argument is not supported by the statute or case law.

The statute plainly authorizes the State Board to review the PSD Board's decision to impose a unilateral condition on Liberty. C.R.S. § 22-30.5-108(1). And the Supreme Court has held as follows: "Such imposition [of a unilateral condition] may be appealed to the State Board whose decision is final and not subject to appeal." *Acad. of Charter Sch. v. Adams Cty. Sch. Dist. No. 12*, 32 P.3d 456, 466 (Colo. 2001). It is difficult to understand what the District hopes to gain by advancing the obviously false narrative that the State Board is powerless to address the District's attempt to impose unilateral contract conditions on a charter school.

[1] Liberty reserves its right to appeal if the District were to impose a unilateral condition in the context of contract negotiations.

The failure of the District's logic is easy to demonstrate. Suppose that instead of a five-year term, the PSD Board had imposed a six-month term on Liberty. According to the District, the State Board would be powerless to remedy that wrong, because to do so would "have the effect of usurping the local board's decision-making authority." An interpretation of the statute that could lead to such an absurd result is obviously wrong. *See Town of Erie v. Eason*, 18 P.3d 1271, 1276 (Colo. 2001) (statutory interpretation that could lead to an absurd result must not be followed).

D. The State Board is Authorized to Substitute Its Judgment for the Local Board's

The District implies that in *Board of Education of School District No. 1 v. Booth*, 984 P.2d 639 (Colo. 1999), the Supreme Court held it would be improper for the State Board to substitute is judgment for that of the local board. Dist. Br., 7. But in *Booth* the court held exactly the opposite. Specifically, the Supreme Court stated that in charter school appeals the statute "**plainly requires** the State Board to substitute its judgment for that of the local board." *Id.*, 984 P.2d at 651 (emphasis added). In fact, the court emphasized its point by saying it twice: ". . . we hold that the State Board is authorized to substitute its judgment for that of a local board." *Id*.

E. *Dolores Huerta Prep High* is Not Remotely Applicable

In *Dolores Huerta Preparatory High v. Colo. State Bd. Of Educ*., 215 P.3d 1229 (Colo.App. 2009), the Colorado Court of Appeals held that a charter school does not have standing to sue its chartering district in court to enforce the governing policy provisions of a charter contract. Liberty has not sued the District in court, so this case is not applicable to this appeal.

The District also cites the State Board's order in the *Dolores Huerta Preparatory High* appeal (attached to the District's brief). That order also has nothing to do with this case. In the *Dolores Huerta Preparatory High* appeal, the State Board held it did not have authority to **reopen** a charter contract that was already in place and impose "new contractual terms that are not a part of the Contract bargained for and agreed to by the parties . . ." DHPH Order, paragraph 13. In this appeal, Liberty is requesting the State Board to require the District to negotiate in good faith toward a mutually agreed contract. It is not asking the State Board to reopen an already agreed to contract and retroactively impose terms that were never agreed to by the parties. Thus, it is unclear why the District believes the *Dolores Huerta Preparatory High* order has any relevance whatsoever to this appeal.

F. The District Wants the State Board to Ignore its Own Regulations

The District points to a non-regulatory 2011 "Sample Framework" (Rec., 449-461) and suggests that document should control the renewal term issue. But in 2012 the State Board passed governing regulations that deal with this issue. It should go without saying that the State Board's regulations are legally binding and obviously supersede earlier non-regulatory guidance. And as discussed in Liberty's opening brief, the State Board's regulations impose absolutely no limit on charter terms and indeed specifically allow for charter terms longer than five years. It is difficult to understand why the District believes this matter should be controlled by non-regulatory documents that do not have the force of law while all but ignoring the State Board regulations that do.

G. There is no "Facility Financing" Limit on the Length of a Charter Term

The District asserts there is only one reason a charter term can ever exceed five years: "to address facility financing needs." Dist. Br. 9. The District would have been correct before the statute was amended in 2004. Prior to the 2004 amendments, section 104(4.5)(b)[2] of the statute stated:

> Notwithstanding the provisions of section 22-30.5-110(1) to the contrary, a charter school and the local board of education may agree to extend the length of the charter beyond five years for the purpose of enhancing the terms of any lease or financial obligation.

Thus, prior to 2004, the statute imposed a five-year limit on charter terms in section 110(10) and an exception to that limit in the case of facility financing needs in section 104(4.5)(b).

But as we saw in the opening brief, the District's statutory analysis is 14 years out of date, because the limitation on charter terms was repealed in 2004. 2004 Colo. Sess. Laws, 1582. And because there was no longer any limit on the length of charter terms,[3] the exception to the limit for facility financing needs no longer had any relevance. Therefore, that exception – i.e., subsection 104(4.5)(b) – was also deleted in the same bill. 2004 Colo. Sess. Laws, 1571. In other words, **both** the five-year limit and the exception to that limit for facility financing needs were deleted in 2004.

Today, there is absolutely no limit of any kind on the length of a term for a district charter school in either the statute or the regulations. It is unclear why the District wants to pretend the provisions that were repealed 14 years ago still exist.

[2] C.R.S. § 22-30.5-104(4.5)(b)
[3] For district-authorized schools.

H. Liberty is Not Seeking to Escape Accountability

The District suggests that Liberty is seeking to escape accountability by asking for an extended charter. Dist. Br., 5. The District seems to believe that the only way to hold a charter accountable is through a charter renewal application. This position ignores the statute and the regulations. The statute states: "**During the term of a charter**, the school district shall annually review the charter school's performance." C.R.S. § 22-30.5-110(1)(b) (emphasis added). Thus, the statute contemplates accountability "during the term of a charter" not merely every few years when the charter is being renewed. Furthermore, even for a charter school with a term longer than five years, the regulations provide for "periodic high-stakes reviews" short of a charter renewal application. 1 Colo. Code Regs. § 301-88:3.04(A)(2). Thus, the District's position that the only way to hold a charter accountable is to force it to justify its existence every five years – no matter how exemplary its performance – is not supported by law.

I. It is OK to Recognize Outstanding Performance

The District does not dispute that Liberty is one of the best schools in the nation. Yet it argues that the State Board's regulations "strongly disfavor" treating Liberty differently than any other charter school on the basis of its outstanding performance. Dist. Br., 10. The District insists that "consistency" must be maintained "by treating all authorized charter schools the same, whether they are struggling schools or high-performing ones." *Id*., 11. The District argues that any attempt to recognize Liberty's outstanding performance would be based on nothing but "pure emotion." *Id*., 10. Finally, the District says Liberty "may be a victim of its own success." *Id*., 13.

Of course, the State Board's regulations do not disfavor rewarding success, and any suggestion that they do is absurd. The regulations call for "performance contracting"

with provisions for "evaluating success or failure," and "performance consequences." 1 Colo. Code Regs. § 301-88:3.04. These regulations would be meaningless if the State Board required every charter school to be treated the same no matter how it performed.

J. Treating Charter Schools According to Their Merits is not Unconstitutional

Finally, the District rips the word "uniform" out of its context in the state constitution and actually argues that it would be **unconstitutional** to treat the best charter school in the state any differently than the worst one. But the very case cited earlier by the District – *Dolores Huerta Preparatory High v. Colorado State Bd. of Educ*., 215 P.3d 1229 (Colo. App. 2009) –states exactly the opposite. In that case the Court held that the "thorough and uniform" clause of the state constitution does not require all schools to be treated identically regardless of circumstances. *Id*., 215 P.3d at 1236.

K. Conclusion

Liberty renews its request that the State Board remand for reconsideration the PSD Board's refusal to even consider granting an extended charter term to the school.

Respectfully submitted this 5th day of March, 2019.

/s/ Barry K. Arrington

_____

Barry K. Arrington, Attorney for Appellant

CERTIFICATE OF SERVICE

The undersigned certifies that on March 5, 2019, a true and correct copy of the foregoing was emailed to:

State Board of Education
201 East Colfax Ave., Suite 506
Denver, Colorado 80203

At the following email address: state.board.efilings@cde.state.co.us.

M. Brent Case, Esq.
Jonathan P. Fero, Esq.
Semple, Farrington, Everall & Case, P.C.
1120 Lincoln Street, Suite 1308
Denver, Colorado 80203

At the following email addresses: bcase@semplelaw.com ; jfero@semplelaw.com

Julie Tolleson, Esq.
Jenna Zerylnick, Esq.
Office of the Attorney General
1300 Broadway
6th Floor
Denver, Colorado 80203

At the following email addresses: Julie.tolleson@coag.gov; jenna.zerylnick@coag.gov

/s/ Barry K. Arrington

_____

Barry K. Arrington

CHAPTER 159

EDUCATION - PUBLIC SCHOOLS

HOUSE BILL 96-1293

BY REPRESENTATIVES Kerns, Agler, Anderson, Congrove, Dean, Friednash, Gordon, Hagedorn, Keller, Mace, Prinzler, Swenson, Taylor, Tool, and Young;
also SENATORS Blickensderfer and Schaffer.

AN ACT

CONCERNING REVISIONS TO THE "CHARTER SCHOOLS ACT".

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. 22-30.5-102 (2) (c), Colorado Revised Statutes, 1995 Repl. Vol., is amended to read:

22-30.5-102. Legislative declaration. (2) The general assembly further finds and declares that this article is enacted for the following purposes:

(c) To encourage diverse approaches to learning and education and the use of different, ~~and~~ PROVEN, OR innovative teaching methods;

SECTION 2. 22-30.5-104 (6), Colorado Revised Statutes, 1995 Repl. Vol., is amended to read:

22-30.5-104. Charter school - requirements - authority. (6) Pursuant to contract, a charter school may operate free from specified school district policies and state regulations. PURSUANT TO CONTRACT, A LOCAL BOARD OF EDUCATION MAY WAIVE LOCALLY IMPOSED SCHOOL DISTRICT REQUIREMENTS, WITHOUT SEEKING APPROVAL OF THE STATE BOARD. THE STATE BOARD MAY WAIVE STATE STATUTORY REQUIREMENTS OR RULES PROMULGATED BY THE STATE BOARD. Upon request of the charter applicant, the state board and the local board of education shall provide summaries of such regulations and policies to use in preparing a charter school application. The department of education shall prepare the summary of state regulations within existing appropriations. Any waiver of state OR LOCAL SCHOOL DISTRICT regulations made pursuant to this subsection (6) shall be for the term of the

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

charter for which the waiver is made; except that ~~such~~ A waiver OF STATE STATUTES OR REGULATIONS BY THE STATE BOARD shall be subject to review every two years and may be revoked if ~~such~~ THE waiver is deemed no longer necessary by the state board.

SECTION 3. 22-30.5-106 (1) (d), Colorado Revised Statutes, 1995 Repl. Vol., is repealed as follows:

22-30.5-106. Charter application - contents. (1) The charter school application shall be a proposed agreement and shall include:

(d) ~~A statement of the need for a charter school in a school district or in a geographic area within a school district;~~

SECTION 4. 22-30.5-106 (1), Colorado Revised Statutes, 1995 Repl. Vol., is amended BY THE ADDITION OF A NEW PARAGRAPH to read:

22-30.5-106. Charter application - contents. (1) The charter school application shall be a proposed agreement and shall include:

(i.5) THE EMPLOYMENT POLICIES OF THE PROPOSED CHARTER SCHOOL;

SECTION 5. 22-30.5-107, Colorado Revised Statutes, 1995 Repl. Vol., is amended to read:

22-30.5-107. Charter application - process. (1) The local board of education shall receive and review all applications for charter schools. ~~The local board of education may establish a schedule for receiving applications and shall make a copy of any such schedule available to all interested parties upon request.~~ APPLICATIONS MUST BE FILED WITH THE LOCAL BOARD OF EDUCATION BY OCTOBER 1 TO BE ELIGIBLE FOR CONSIDERATION FOR THE FOLLOWING SCHOOL YEAR. THE LOCAL BOARD OF EDUCATION SHALL NOT CHARGE ANY APPLICATION FEES. If such board finds the charter school application is incomplete, the board shall request the necessary information from the charter applicant. The charter school application shall be reviewed by the district accountability committee prior to consideration by the local board of education.

(2) After giving reasonable public notice, the local board of education shall hold community meetings in the affected areas or the entire school district to obtain information to assist the local board of education in its decision to grant a charter school application. The local board of education shall rule BY RESOLUTION on the application for a charter school in a public hearing, upon reasonable public notice, within sixty days after receiving the application.

(2.5) THE CHARTER APPLICANT AND THE LOCAL BOARD OF EDUCATION MAY JOINTLY WAIVE THE DEADLINES SET FORTH IN THIS SECTION.

(3) If a local board of education denies a charter school application OR UNILATERALLY IMPOSES CONDITIONS THAT ARE UNACCEPTABLE TO THE CHARTER APPLICANT, the charter applicant may appeal the ~~denial~~ DECISION to the state board pursuant to section 22-30.5-108.

(4) IF A LOCAL BOARD OF EDUCATION DENIES A CHARTER SCHOOL APPLICATION, IT SHALL STATE ITS REASONS FOR THE DENIAL. IF A LOCAL BOARD OF EDUCATION GRANTS A CHARTER, IT SHALL SEND A COPY OF THE APPROVED CHARTER TO THE DEPARTMENT OF EDUCATION WITHIN FIFTEEN DAYS AFTER GRANTING THE CHARTER.

SECTION 6. 22-30.5-108 (2), the introductory portion to 22-30.5-108 (3), and 22-30.5-108 (3) (c), Colorado Revised Statutes, 1995 Repl. Vol., are amended, and the said 22-30.5-108 is further amended BY THE ADDITION OF A NEW SUBSECTION, to read:

22-30.5-108. Appeal - standard of review - procedures. (2) A charter applicant or any other person who wishes to appeal a decision of a local board of education concerning a charter school shall provide the state board and the local board of education with a notice of appeal OR OF FACILITATION within thirty days ~~of~~ AFTER the local board's decision. IF THE APPEAL IS OF A DENIAL, NONRENEWAL, OR REVOCATION OF A CHARTER, THE PERSON BRINGING THE APPEAL SHALL LIMIT THE GROUNDS OF THE APPEAL TO THE GROUNDS FOR DENIAL SPECIFIED BY THE LOCAL BOARD OF EDUCATION. THE NOTICE SHALL INCLUDE A BRIEF STATEMENT OF THE REASONS THE CHARTER SCHOOL APPLICANT CONTENDS THE LOCAL BOARD OF EDUCATION'S DENIAL WAS IN ERROR.

(3) If the notice of appeal, or the motion to review by the state board, relates to a local board's decision to deny, refuse to renew, or revoke a charter OR TO A LOCAL BOARD'S UNILATERAL IMPOSITION OF CONDITIONS THAT ARE UNACCEPTABLE TO THE CHARTER SCHOOL OR THE CHARTER APPLICANT, the appeal and review process shall be as follows:

(c) If the local board of education's final decision is still to deny, refuse to renew, or revoke a charter OR TO UNILATERALLY IMPOSE CONDITIONS UNACCEPTABLE TO THE CHARTER SCHOOL OR THE CHARTER APPLICANT, a second notice of appeal may be filed with the state board within thirty days following such final decision.

(3.5) IN LIEU OF A FIRST APPEAL TO THE STATE BOARD PURSUANT TO PARAGRAPH (a) OF SUBSECTION (3) OF THIS SECTION, THE PARTIES MAY AGREE TO FACILITATION. WITHIN THIRTY DAYS AFTER DENIAL, NONRENEWAL, OR REVOCATION OF A CHARTER BY THE LOCAL BOARD OF EDUCATION, THE PARTIES MAY FILE A NOTICE OF FACILITATION WITH THE STATE BOARD. THE PARTIES MAY CONTINUE IN FACILITATION AS LONG AS BOTH PARTIES AGREE TO ITS CONTINUED USE. IF ONE PARTY SUBSEQUENTLY REJECTS FACILITATION, AND SUCH REJECTION IS NOT RECONSIDERED WITHIN SEVEN DAYS, THE LOCAL BOARD OF EDUCATION SHALL RECONSIDER ITS DENIAL, NONRENEWAL, OR REVOCATION OF A CHARTER AND MAKE A FINAL DECISION AS PROVIDED IN PARAGRAPH (b) OF SUBSECTION (3) OF THIS SECTION. THE CHARTER APPLICANT MAY FILE A NOTICE OF APPEAL WITH THE STATE BOARD AS PROVIDED IN PARAGRAPH (c) OF SUBSECTION (3) OF THIS SECTION WITHIN THIRTY DAYS AFTER A LOCAL BOARD OF EDUCATION'S FINAL DECISION TO DENY, NOT RENEW, OR REVOKE A CHARTER.

SECTION 7. 22-30.5-109 (2) (a), Colorado Revised Statues, 1995 Repl. Vol., is amended to read:

22-30.5-109. Charter schools - restrictions - establishment - number.

(2) (a) No more than ~~fifty~~ SIXTY charters shall be granted prior to July 1, 1997, and at least ~~thirteen~~ SIXTEEN of said ~~fifty~~ SIXTY charters shall be reserved for charter school applications which are designed to increase the educational opportunities of at-risk pupils, as defined in section 22-30.5-103.

SECTION 8. 22-30.5-110 (5), Colorado Revised Statutes, 1995 Repl. Vol., is amended, and the said 22-30.5-110 is further amended BY THE ADDITION OF A NEW SUBSECTION, to read:

22-30.5-110. Charter schools - term - renewal of charter - grounds for nonrenewal or revocation. (4.5) IF A LOCAL BOARD OF EDUCATION REVOKES OR DOES NOT RENEW A CHARTER, THE BOARD SHALL STATE ITS REASONS FOR THE REVOCATION OR NONRENEWAL.

(5) A decision to revoke or not to renew a charter may be appealed OR FACILITATION MAY BE SOUGHT pursuant to the provisions of section 22-30.5-108.

SECTION 9. Article 30.5 of title 22, Colorado Revised Statutes, 1995 Repl. Vol., is amended BY THE ADDITION OF A NEW SECTION to read:

22-30.5-115. Construction of article - severability. IF ANY PROVISION OF THIS ARTICLE OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE IS HELD INVALID, SUCH INVALIDITY SHALL NOT AFFECT OTHER PROVISIONS OR APPLICATIONS OF THIS ARTICLE THAT CAN BE GIVEN EFFECT WITHOUT THE INVALID PROVISION OR APPLICATION, AND TO THIS END THE PROVISIONS OF THIS ARTICLE ARE DECLARED TO BE SEVERABLE.

SECTION 10. Article 32 of title 22, Colorado Revised Statutes, 1995 Repl. Vol., is amended BY THE ADDITION OF A NEW SECTION to read:

22-32-110.5. Charter schools - effectiveness of charter. ANY CHARTER ENTERED INTO PRIOR TO JULY 1, 1998 SHALL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE CHARTER AND SHALL BE SUBJECT TO THE PROVISIONS OF ARTICLE 30.5 OF THIS TITLE, AS IT EXISTED PRIOR TO JULY 1, 1998, FOR THE ENTIRE TERM OF THE CHARTER.

SECTION 11. 22-20-109 (5), Colorado Revised Statutes, 1995 Repl. Vol., is amended to read:

22-20-109. Tuition. (5) When a child with a disability enrolls in and attends a charter school pursuant to the provisions of article 30.5 of this title, the district of residence shall be responsible for paying to the charter school the tuition charge for the excess costs incurred in educating the child. The amount of the tuition charge shall be determined pursuant to ~~a contract entered into between the district of residence and the charter school and approved~~ GUIDELINES DEVELOPED by the department. Under the circumstances described in this subsection (5), the provisions of section 22-20-108 (8) shall not apply.

SECTION 12. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

Approved: May 22, 1996

Appendix I

1996 PSD-LCS Legal Records

filed 4/22/96 dismissed 5/10/96

DISTRICT COURT, LARIMER COUNTY, COLORADO

Case No. 96 CV 266

COMPLAINT

POUDRE SCHOOL DISTRICT NO. R-1,

Plaintiff,

vs.

COLORADO STATE BOARD OF EDUCATION; and PHIL CHRIST, RANDY EVERETT, TIMOTHY GILMORE, CHERYL OLSON, and MAUREEN SCHAFFER,

Defendants.

The Plaintiff, Poudre School District No. R-1, by its attorneys, Caplan and Earnest LLC, for its Complaint against the Defendants, states as follows:

JURISDICTION AND VENUE

1. This action for declaratory relief is brought under the Uniform Declaratory Judgments Act, COLO. REV. STAT. §§ 13-51-101 et seq., and Rule 57 of the Colorado Rules of Civil Procedure.

2. Venue is proper in this Court under Rule 98(c) of the Colorado Rules of Civil Procedure, as one or more of the individual Defendants reside in Larimer County.

GENERAL ALLEGATIONS

3. Plaintiff Poudre School District No. R-1 (the "School District"), as a Colorado public school district duly constituted pursuant to the laws of Colorado, is a political subdivision of the State of Colorado and a quasi-municipal corporation with its administrative offices located in Larimer County, Colorado. The School District acts by and through its duly qualified and elected Board of Education.

4. Defendant the Colorado State Board of Education (the "State Board") is an elected body, included within the Colorado Department of Education, and a state agency under Colorado law.

5. The individual Defendants are the applicants (the "Applicants") for a charter school within the School District and are members of the governing board of the school, which was approved by the Board of Education for the School District. The Applicants are indispensable parties to any determination that might be made with respect to their approved application.

6. On October 31, 1995, the Applicants applied to the School District for approval of the Core Knowledge Charter School (the "Charter School") as a charter school, under the provisions of the Charter Schools Act, COLO. REV. STAT. §§ 22-30.5-101 et seq. (the "Charter Schools Act").

7. As required by the Charter Schools Act, the charter application was reviewed by the School District's accountability committee; the School District held community meetings on November 20 and 27, 1995, and December 11, 1995, regarding the application; and the School District notified the Applicants of inadequacies and insufficiencies in the charter application.

8. On December 11, 1995, in a public hearing pursuant to COLO. REV. STAT. § 22-30.5-107, the Board of Education of the School District denied the charter application on the following grounds: (1) the governance structure was unacceptable; (2) the Applicants had not demonstrated sufficient support or need for the charter; (3) the Applicants' plan for provision of special education services violated applicable federal and state law; (4) the Applicants failed to describe fully the entire curriculum, and a portion of the proposed curriculum regarding suggested Bible knowledge appeared to be inconsistent with law and District policies; (5) the Applicants had not identified an appropriate available site for the school; (6) the Applicants had not provided a final budget for the school; (7) the Applicants had failed to describe the employment policies and procedures they intended to implement; (8) the Applicants had not demonstrated the manner in which the school would serve the diverse community, including at-risk students; and (9) the Applicants had failed to provide information requested by the Board of Education regarding identifying inadequacies in the charter application.

not required by law

not true

9. On or about January 2, 1996, the Applicants filed with the State Board a Notice of Appeal under the Charter Schools Act, challenging the denial of the charter application by the Board of Education for the School District.

10. On February 7, 1996, a public hearing was held by the State Board, following the filing by the School District and the Applicants of simultaneous briefs on or about January 24, 1996.

11. At the hearing, the State Board voted 4-3 to remand the application to the School District for reconsideration of the denial. Thereafter, the State Board issued its written "Decision Reversing the Decision of Poudre School District No. R-1 and Remanding for Further Proceedings," a copy of which is attached and incorporated into this Complaint as Exhibit A. The State Board's decision concluded that the denial of the charter application was contrary to the best interests of the District, its students, and the community and directed that the parties

negotiate in good faith, considering the welfare of all students in the District, regarding governance structure, facilities, the possibility of creating a school within a school, special education services, personnel policies, and evaluation of personnel.

12. Through a negotiating team appointed by the Board of Education for the School District, which was comprised of two Board of Education members, the Assistant Superintendent for School Services, the Assistant Superintendent for Business Services, and District counsel, the School District entered into negotiations in accordance with the directions of the State Board.

13. The negotiation process resulted in agreement on all of the issues identified by the State Board, with the exception of facilities, and almost all of the issues stated as grounds for the District's denial of the charter. Pursuant to the Charter Schools Act, COLO. REV. STAT. § 22-30.5-108(3)(b), the Board of Education for the School District, after reasonable public notice, reconsidered its denial at a public hearing on March 4, 1995, and approved the charter.

14. At that hearing, the Board of Education for the School District by resolution approved the charter application, conditioned on the execution of a contract acceptable to the Applicants and the Board of Education, and implementation of the agreements between the parties. A copy of the resolution approving the charter is attached and incorporated into this Complaint as Exhibit B. The charter was approved for a two-year term, beginning in the fall of 1996, and for the first year of operation, the Board of Education limited enrollment to 300 students and the grade levels offered to kindergarten through sixth grade, rather than the kindergarten through eighth grade structure requested by the Applicants.

15. On or about March 27, 1996, the Applicants filed with the State Board a "Second Notice of Appeal" under the Charter Schools Act, which is attached and incorporated into this Complaint as Exhibit C. The Applicants asked the State Board to overturn the Board of Education's designation of a two-year term for the charter, and to implement a five-year term, and to remove the limitations on the approved charter of 300 students and a kindergarten through sixth grade configuration for the first year of the charter. The Second Notice of Appeal stated that the Applicants were not appealing the disagreement regarding facilities.

16. On April 3, 1996, the School District received a Notice from the Commissioner of Education and Secretary to the State Board of Education, entitled "In Re the Decision of the Board of Education of Poudre R-1 School District Board of Education

Relative to the Core Knowledge Charter School Partnership Charter Proposal," which notified the parties that the State Board had accepted the appeal and set a public hearing on the appeal for April 23, 1996, at 10:00 a.m. The Notice is attached and incorporated into this Complaint as Exhibit D.

17. On April 12, 1996, the School District filed with the State Board a Motion to Dismiss the appeal the Applicants purported to initiate with their Second Notice of Appeal, contending that the State Board lacked jurisdiction to consider the appeal.

Charter schools Act gives them jurisdict

18. Upon information and belief, the State Board will not rule on its Motion until the time set for hearing on April 23, 1996, at 10:00 a.m. If the Motion to Dismiss is denied, the State Board will immediately consider and rule on the appeal as set forth in the Applicants' Second Notice of Appeal.

FIRST CLAIM FOR RELIEF
(Declaratory Judgment)

19. The School District incorporates by reference paragraphs 1 through 18.

20. The Charter Schools Act, COLO. REV. STAT. § 22-30.5-108(3)(c), provides as follows regarding a second appeal following a remand by the State Board of a local board of education's decision to deny a charter application: "If the local board of education's final decision is still to deny, refuse to renew, or revoke a charter, a second notice of appeal may be filed with the State Board within thirty days following such final decision."

21. The Charter Schools Act limits the jurisdiction of the State Board in a second appeal to determining "whether the final decision of the local board of education was contrary to the best interests of the pupils, school district or community," and to remanding "such final decision to the local board with instructions to approve the charter application." COLO. REV. STAT. § 22-30.5-108(3)(d).

not negociated in good faith according to State Board

defacto denial

22. The local Board of Education of the School District did not deny the charter, but approved it for a term of two years, with an initial limitation on grade levels and student enrollment. The Charter Schools Act provides that a charter may be approved for a term not exceeding five years. COLO. REV. STAT. § 22-30.5-110(1). It leaves to the local board of education the determination of the appropriate details of the implementation of the charter.

and charter applicants

23. The approved charter met the legal standards articulated in the Charter Schools Act, including the process for

the local board's consideration and funding provided by the School District.

24. Article IX, Section 15 of the Colorado Constitution vests in local boards of education the authority to control instruction in the public schools of their respective districts. Local control by district boards of education is the focus of historical development of public education in Colorado.

25. Among the express duties and powers delegated to local boards of education are the duty "to determine the educational programs to be carried on in the schools of the district and the power to determine which schools of the district shall be operated and maintained." COLO. REV. STAT. §§ 22-30.5-109(1)(t); -110(1)(l). Determination of the length of the charter, the number of students to be enrolled, and the grade levels to be offered are clearly within the constitutional and statutorily delegated powers and duties of the board of education of the school district. bullshit!

our charter waives this

26. Local boards of education are also delegated the duty to review from time to time during the fiscal year the financial position of the district and to adopt a budget and an appropriation resolution for each fiscal year, including the level of expenditures it deems advisable. COLO. REV. STAT. §§ 22-32-109(1)(k); 22-44-103(1).

27. Under the Charter Schools Act, COLO. REV. STAT. § 22-30.5-112(2)(a), funding is provided to charter schools on a per pupil basis, with a minimum funding level of 80 percent of the District per pupil operating revenues. An enrollment cap allows the District to control expenditures and budget accurately and appropriately for the charter school for the next fiscal year, prior to the beginning of the fiscal year as required by law.

28. The matters appealed to the State Board are specific details that local boards of education have the power to establish. The State Board only has the power to approve a charter that has been denied by a local board and to require that it meet the minimum standards of the Charter Schools Act.

29. The School District's rights, status, and legal relations are adversely affected by the State Board's decision interpreting the Charter Schools Act to provide jurisdiction to review the determinations of the Board of Education for the School District regarding length of the charter, pupil enrollment, and grade level offerings.

SECOND CLAIM FOR RELIEF
(Judicial Review Pursuant to
COLO. R. CIV. P. 106(a)(4))

30. The School District incorporates paragraphs 1 through 29.

31. Rule 106(a)(4) provides that where a governmental body exercising quasi-judicial functions has exceeded its jurisdiction or abused its discretion, and where there is no plain, speedy, and adequate remedy otherwise provided at law, the aggrieved party may seek relief in the district court. By exercising jurisdiction over the second appeal by the Applicants and setting for hearing a review of the decision of the Board of Education for the School District, the State Board has acted as a governmental body exercising quasi-judicial functions.

32. The State Board has exceeded its jurisdiction in accepting the Applicants' Second Notice of Appeal for review.

33. The Charter Schools Act, COLO. REV. STAT. § 22-30.5-108(3)(d), provides that the decision of the State Board with respect to a second appeal following remand of the denial of a charter application "shall be final and not subject to appeal."

34. The School District has no plain, speedy, and adequate remedy of law as to the State Board's exercise of jurisdiction and will be adversely affected by any decision overturning or modifying its determination of the terms of its approval of the charter application.

WHEREFORE, the School District requests relief and judgment as follows:

a. A declaratory judgment that the State Board's exercise of jurisdiction to review the terms under which an approval of a charter was granted by a local board of education under the circumstances of this case is ultra vires, null, void, violative of the Charter Schools Act, and an invalid and unconstitutional usurpation of the School District's express powers and duties.

b. A declaratory judgment that the State Board's decision, interpretation, and application of the Charter Schools Act under the circumstances is a denial of the School District's statutory rights; contrary to the School District's constitutional rights, powers, and privileges; in excess of the State Board's jurisdiction; and otherwise contrary to law.

c. For costs, expert witness fees, and attorneys' fees as may be allowed by law.

d. For such other and further relief as the Court deems just and proper.

Respectfully submitted this 22nd day of April, 1996.

CAPLAN AND EARNEST LLC

By: Susan S. Schermerhorn

Susan S. Schermerhorn #14693
Attorneys for Poudre School
District No. R-1
2595 Canyon Boulevard, Suite 400
Boulder, Colorado 80302-6737
(303) 443-8010

Address of Plaintiff:

Poudre School District No. R-1
2407 La Porte Avenue
Fort Collins, Colorado 80521-2297

OSD\PLEAD\C-CKCS.MJJ



CAPLAN AND EARNEST LLC

ATTORNEYS AT LAW

G. LANE EARNEST
LYNN G. KUYKENDALL
RICHARD E. BUMP
WILLIAM A. AHLSTRAND
ALEXANDER HALPERN
LYNN DAVID BIRD
WILLIAM J. KOWALSKI
SUSAN S. SCHERMERHORN
J. MARCUS PAINTER
ALLEN P. TAGGART

WATERSTREET
2595 CANYON BOULEVARD, SUITE 400
BOULDER, COLORADO 80302-6737

TELEPHONE: (303) 443-8010
TELECOPIER: (303) 440-3967

ALAN J. CANNER
SHARON E. CAULFIELD
SARAH E. MESHAK
LAURA L. FREPPEL
COLLEEN A. O'LAUGHLIN
W. STUART STULLER
SUSAN MORLEY
CHRISTOPHER M. LEH
JACQUELINE A. GILVARD

OF COUNSEL
GERALD A. CAPLAN

April 22, 1996

SENT VIA TELECOPIER: 866-5671

Antony B. Dyl, Esq.
Attorney General's Office
1525 Sherman Street, Fifth Floor
Denver, Colorado 80203

Re: State Board of Education and
Poudre School District No. R-1
Case No. 96-CS-01

Dear Tony:

Enclosed for your information is a copy of the Complaint we are filing today in Larimer County District Court regarding the above-referenced matter. It appears that the State Board will not rule on our pending Motion to Dismiss until it convenes the hearing tomorrow at 10:00 a.m. to review the decision of the Board of Education for Poudre School District R-1 regarding the Core Knowledge Charter School Partnership Charter's proposal. We believe it was necessary to file the Complaint prior to the hearing to protect the School District's right to contest the State Board's exercise of jurisdiction over the charter school's Second Notice of Appeal.

We are forwarding this to you for your information and do not consider this transmittal to constitute service of the Complaint in accordance with the Colorado Rules of Civil Procedure.

If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

CAPLAN AND EARNEST LLC

Susan S. Schermerhorn

SSS:mjj
Enclosure

cc: Dr. Don E. Unger
Superintendent of Schools
Poudre School District R-1
2407 La Porte Avenue
Fort Collins, Colorado 80521-2297
w/enclosure

Timothy J. Gilmore, Esq.
2914 Bassick Street
Fort Collins, Colorado 80526
w/enclosure

OSD\CORRES\DYL-ANTO.MJJ

Poudre School District R-1

RESOLUTION

WHEREAS, pursuant to the Charter Schools Act, Sections 22-30.5-1-101 et seq., C.R.S., **The Core Knowledge Charter School Applicants** (the "charter applicants") filed a charter school application on October 31, 1995, with the **Poudre School District R-1** ("District) for approval of **The Core Knowledge Charter School** (the "charter school") as a charter school in accordance with the District's policy and procedures; and

WHEREAS, the Board of Education of the District has held community meetings, other public meetings and workshops in the District regarding the application; and

WHEREAS, the District Accountability Committee and the Superintendent's Cabinet have reviewed the charter application prior to final consideration by the Board of Education; and

WHEREAS, the Board of Education and the Superintendent's Cabinet, on behalf of the Board of Education, has requested from the charter applicants additional information to address inadequacies in the charter application, which information is necessary for the Board's determination of the charter application; and

WHEREAS, the charter applicants have not responded satisfactorily to the District's requests for additional information; and

WHEREAS, the Board of Education has considered District policy, the Charter Schools Act, testimony and written materials from the public, and the recommendations of the District Accountability Committee and the Superintendent's Cabinet; and

WHEREAS, the Board of Education finds that denial of the charter school is in the best interests of the District, its students, and the community for the following reasons:

1. The governance structure proposed by the applicants is unacceptable, due to the absence of any provision for democratic election of successors to the founding governing board and provisions for community involvement and the participation of professional educators in the governance and operation of the school.

2. The District has established and operates a Core Knowledge School as an alternative school in the District. The applicants have not demonstrated sufficient support and need for the establishment of a

EXHIBIT B

second Core Knowledge School as a charter school in the District.

3. The applicants have failed to make provisions consistent with federal and state law for addressing the needs of students with disabilities.

4. The applicants have not demonstrated the manner in which the proposed charter school will serve the diverse District community, including at-risk pupils.

5. The applicants have not identified a suitable site for the charter school that has been deemed available by the Board of Education or a suitable site on other than District property.

6. The applicants have not provided a final budget for the proposed term of the charter.

7. The applicants have not provided the specific information that has been requested regarding incomplete or inadequate areas of the charter application, including, but not limited to, the basis for the charter applicants' assertions that the District's existing Core Knowledge School does not meet the charter applicants' needs.

8. Despite specific requests, the applicants have failed to describe fully the entire curriculum, specifically that portion of the curriculum not covered by the Core Knowledge Sequence, which information is necessary for the Board to evaluate the curriculum. In addition, the applicants have not provided adequate assurances that the proposed curriculum will comply with District policy and federal and state law applicable to teaching about religion.

9. Despite specific requests, the applicants have failed to describe with any degree of particularity minimum qualifications for staff and the proposed relationship between the school and its employees, including, but not limited to, policies and procedures for evaluation, discipline, and termination and procedures for resolving disputes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Poudre School District R-1 that the application for the Core Knowledge Charter School is denied.

Adopted this 15 day of December, 1995.

Poudre School District R-1

By: _____
President, Board of Education

Attest:

_____
Assistant Secretary, Board of Education

BEFORE THE

COLORADO STATE BOARD OF EDUCATION

Case Number 96-CS-01

IN RE THE DECISION OF THE BOARD OF EDUCATION OF POUDRE SCHOOL DISTRICT NO. R-1 TO DENY A CHARTER TO THE CORE KNOWLEDGE CHARTER SCHOOL PARTNERSHIP APPLICANT

DECISION REVERSING THE DECISION OF POUDRE SCHOOL DISTRICT NO. R-1 AND REMANDING FOR FURTHER PROCEEDINGS

INTRODUCTION

On February 7, 1996, a public hearing was held on this matter before the Colorado State Board of Education pursuant to the provisions of section 22-30.5-108, C.R.S. (1988), and the State Board's Administrative Policy on Charter Schools. At the hearing the appellant was represented by Timothy J. Gilmore. The appellee, the Poudre District No. R-1 School Board ("local board") was represented by Susan Schmerhorn, Esq. The appeal was filed by the appellant on January 2, 1996. Written arguments were submitted by the appellant and the appellee on January 24, 1996.

The issue raised by the appellant on notice of appeal and considered at the hearing was that the action of the local board in denying the application was contrary to the best interests of the pupils, school district or community.

STATE BOARD OF EDUCATION ACTION

The standard of review to be applied in an appeal of a denial of a local board of education's denial of a charter school application is whether the decision of the local board of education was contrary to the best interests of the pupils, school district, or community.

EXHIBIT

A

Based upon a review of the parties' written materials and arguments and the parties' statements at the public hearing, the State Board finds that the decision of the local board was contrary to the best interests of the pupils, school district, or community. This matter is remanded to the local board of education with instructions for reconsideration as follows:

1. That the parties negotiate in good faith concerning the governance structure, facilities, the possibility of creating a school within-a-school, provisions for special education services, personnel policies, and evaluation of personnel.

2. That the parties negotiate in good faith, exhibiting a spirit of cooperation and keeping in mind the welfare of all the children in the district.

3. That the parties seek, if mutually agreed upon, a mediator to assist with the negotiation process. The parties may contact the Colorado Department of Education for assistance with the mediation process.

Dated this 7th day of February 1996

Patti Johnson

Patti Johnson, Member
Colorado State Board of Education

Board members John Evans, Thomas M. Howerton, and Clair Orr concur.
Board members Patricia M. Hayes, Royce Forsyth, and Hazel Petrocco dissent.

CERTIFICATE OF MAILING

I hereby certify that I have placed a true and correct copy of the decision reversing and remanding the Poudre R-1 School District's decision in the State mail room at 1525 Sherman via first class postage pre-paid on this 7th day of February, 1996, addressed to:

Timothy J. Gilmore
2914 Bassick Street
Fort Collins, Colorado 80526

Board of Education
Poudre School District No. R-1
2407 LaPorte Avenue
Fort Collins, Colorado 80521-2297

Lynne M. Fontanier
Director for State Board Relations

School Board Sues Parents

By Phil Christ

Yes, you read it correctly. Your local School Board has filed suit against the State Board of Education and 5 parents associated with the charter school in Fort Collins. What's more, the decision to do this was made in secret session. No public minutes of this meeting exist. What infraction by the parents warranted this highly questionable action? It would be unwise to comment on the suit as it is waiting for court action. But let's look at the history:

In seeking approval for its school, the charter group has been following a process well-defined by a state law, the Colorado Charter Schools Act of 1993. The law allows charter groups to appeal to the State Board of Education if they have difficulty getting approval from the local school board. The original application for the charter school in Fort Collins was denied by the PSD Board. The charter group filed an appeal. The State Board sided with the charter group and instructed the PSD Board to negotiate an agreement with them. Discussions were begun and slowly moved towards an agreement. The PSD Board suddenly voted to "approve" the charter with several major restrictions: the charter would be limited to 2 years, not the requested 5, enrollment would be "capped" at 300 students, and the school would be limited to a K-6 program, eliminating the innorvative 7th and 8th grade program. These restrictions came after the school was directed by the district to enroll students. Over 360 students were enrolled, including many 7th and 8th graders!! The cap and K-6 restriction had never been discussed during the negotiations; they were an eleventh hour "surprise" delivered to the charter group. When asked to explain this action, the PSD Board said they were unwilling discuss it. The charter group filed a second appeal.

Does the action of the parents sound illegal or unwarranted to you?

Why all this bother about charter schools anyway? What is a charter school?

A charter school is a public, not private, school allowed by law to run semi-autonomously within a school district. Charter schools are a proven form of educational reform, with many schools in operation across the country and over 20 in Colorado alone. Charter schools do not cost additional money; they receive the same amount of funding as any other school. This charter school poses no threat to your neighborhood school; it has been instructed by the PSD Board to find space outside the district. That's one reason why the restrictions are so unreasonable. Anyone who has attempted to convert a commercial real estate property to a new use knows, for example, that a 2 year term of operation is too short to recover the investment made in building improvements.

The Poudre School District prides itself as being on the cutting edge of educational reform. Yet, and this is no exaggeration, the PSD Board has used its position of power to throw just about every imaginable obstacle in the path of this charter school. With this latest action, a lawsuit against parents, the PSD Board has gone too far. These parents find themselves in the sadly ironic and clearly unacceptable situation of seeing an elected Board use THEIR tax money to pay for a top dollar legal counsel to fight against them. It's time for this community to hold this Board accountable for their actions!

Phil Christ is Chairman of the Board of Directors for the charter school.