CHARTER SCHOOL SINGLE SITE CONTRACT

between

JEFFERSON COUNTY
PUBLIC SCHOOL
DISTRICT R-1

and

FREE HORIZON MONTESSORI CHARTER SCHOOL

JULY 1, 2026 - JUNE 30, 2031

RECITALS **5**
SECTION ONE: ESTABLISHMENT OF FREE HORIZON MONTESSORI **6**
1.1 Term. 6
1.2 Charter School Legal Status. 6
SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP **7**
2.1 District Rights and Responsibilities. 7
2.2 School Rights and Responsibilities. 9
SECTION THREE: SCHOOL GOVERNANCE **15**
3.1 Governance. 15
3.2 Corporate Purpose. 15
3.3 Transparency. 15
3.4 Complaints. 16
3.5 Contracting for Core Educational Services. 16
3.6 Contracting for Operational and Administrative Services. 16
3.7 Conflict of Interest. 16
SECTION FOUR: OPERATION OF SCHOOL AND WAIVERS **17**
4.1 Operational Powers. 17
4.2 Evaluations and Training. 17
4.3 Transportation and Food Services. 17
4.4 Insurance. 18
4.5 Limitation of Liabilities. 19
4.6 Waivers. 19
4.7 Bidding Requirements. 20
SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS **21**
5.1 School Grade Levels. 21
5.2 Student Demographics. 21
5.3 Maximum and Minimum Enrollment. 21
5.4 Eligibility for Enrollment. 21
5.5 Enrollment Priorities. 21
5.6 Admission and Enrollment for Students with Disabilities. 22
5.7 Participation in Other District Programs. 22
5.8 Non-Resident Admissions. 22
5.9 Student Movement After October 1. 22
5.10 Discipline, Suspension, Expulsion. 22
5.11 Continuing Enrollment. 23
SECTION SIX: EDUCATIONAL PROGRAM **23**
6.1 Mission and Vision. 23
6.2 Goals, Objectives, and Performance Standards. 23
6.3 Educational Program Characteristics. 24

6.4 GED and Online Programs. 25
6.5 Curriculum, Instructional Program, and Pupil Performance Standards. 25
6.6 Graduation Requirements. 25
6.7 Tuition and Fees. 25
6.8 Academically Exceptional Students and English Language Learners 25
6.9 Education of Students with Disabilities. 26
6.10 Extracurricular and Interscholastic Activities. 29
6.11 Expansion and Replication. 30
SECTION SEVEN: FINANCIAL MATTERS 30
7.1 Revenues. 30
7.2 Disbursement of Per Pupil Revenue. 33
7.3 Budget. 33
7.4 Enrollment Projections. 34
7.5 TABOR Reserve. 34
7.6 Contracting. 34
7.7 Annual Audit and Trial Balance. 35
7.8 Quarterly Reporting. 35
7.9 Non-Commingling. 35
7.10 Loans. 35
7.11 District Loans. 35
7.12 Outside Bank Accounts. 36
SECTION EIGHT: PERSONNEL 36
8.1 Employee Status. 36
8.2 Employee Policies. 36
8.3 Employee Qualifications. 36
8.4 Affordable Care Act Covenants and Representations. 36
8.5 PERA Membership. 37
8.6 Equal Opportunity Employer. 37
8.7 Employee Welfare and Safety. 37
8.8 Employee Records. 37
8.9 Employee Conflicts of Interest. 37
SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT 38
9.1 District Services. 38
9.2 Purchased Services. 38
9.3 Cost Adjustment. 39
SECTION TEN: FACILITIES 39
10.1 School Facility. 39
10.2 Use of District Facilities. 39
10.3 Impracticability of Use. 39
SECTION ELEVEN: RENEWAL, TERMINATION AND DISSOLUTION 40
11.1 Renewal Timeline and Process. 40

11.2 Application Contents. 40
11.3 Criteria for Renewal or Non-Renewal and Revocation. 40
11.4 Appeal Procedures. 40
11.5 School-Initiated Closure. 40
11.6 Dissolution. 41
11.7 Return of Property. 41
SECTION TWELVE: GENERAL PROVISIONS 41
12.1 Order of Precedence. 41
12.2 Amendments. 42
12.3 Merger. 42
12.4 Non Assignment. 42
12.5 Governing Law and Enforceability. 42
12.6 No Third-Party Beneficiary. 42
12.7 No Waiver. 42
12.8 Notice. 42
12.9 Severability. 43
12.10 Interpretation. 43
12.11 Nonreligious, Nonsectarian Status. 43
12.12 Nondiscrimination. 43
ATTACHMENTS 46

CHARTER SCHOOL SINGLE SITE CONTRACT

FREE HORIZON MONTESSORI

This Charter School Single Site Contract ("Contract"), effective July 1, 2026, is made and entered into between Jefferson County School District R-1 (the "District" or the "Authorizer") and Free Horizon Montessori, a public charter school organized as a Colorado non-profit corporation (the "School") (District and School may individually be referred to as a "Party" or collectively, the "Parties").

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. §22-30.5-101, *et seq.* (the "Act"), allowing for the creating and operating of charter schools within the State of Colorado ("State") by its terms and for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) & (3); and

WHEREAS, on December 13, 2001, the School District's Board of Education ("Board") approved Free Horizon Montessori's original Application to form and operate a charter school in the School District; and

WHEREAS, Free Horizon operated as a K-6 charter school within the School District from July 1, 2002 through 2010 and a K-8 charter school from 2010 to 2018; and

WHEREAS, in 2018, the School surrendered its charter and converted to a District option school with innovation status; and

WHEREAS, on June 1, 2018, the District submitted the Free Horizon Montessori Innovation Plan Application (the "Innovation Plan") to the State Board of Education, which approved the Innovation Plan and designated the School as an innovation school of the District on June 14, 2018; and

WHEREAS, on February 1, 2025, the School submitted a charter school application to operate an ECE-8 Montessori school within the District (the "Application); and

WHEREAS, on May 29, 2025, the Board adopted a Resolution ("Resolution," attached here as Attachment 1) conditionally approving the Application and granting the School a charter for an initial term of five (5) years; and

WHEREAS, the approval is subject to and pending satisfaction of the following terms and conditions, as well as all other terms and conditions as may be required by law:

- By **October 1, 2025,** the School will submit a revised budget that meets District expectations including, but not limited to:
    - A contingency budget reflecting contingency enrollment projections
    - Increased expenses related to risk management/insurance
    - Newly established charter school fees for the 2025-26 school year
- By **October 1, 2025,** the School will submit final EnrollJeffco priorities, ensuring all

2025-26 enrolled students have a seat at Free Horizon Montessori Charter School in the 2026-27 school year.

- If the School receives a rating other than "Performance" on the 2025 School Performance Framework, the School will submit a UIP that reflects a remedy plan.

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

SECTION ONE: ESTABLISHMENT OF FREE HORIZON MONTESSORI

1.1 Term.

This Contract is effective as of July 1, 2026 and shall continue through June 30, 2031.

This Contract may be renewed for an additional period upon application for renewal in accordance with Applicable Law and District Board approval of the renewal of the application.

This Charter Contract and the District's obligations hereunder, are conditioned on the School's satisfaction of the conditions set forth in the Resolution approving the Application (Attachment 1) pursuant to C.R.S. § 22-30.5-107(5). If the School fails to satisfy a condition, such failure shall be a material breach of this Contract.

1.2 Charter School Legal Status.

A. Incorporation. The School is incorporated as a Colorado non-profit corporation. The School shall operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation and Bylaws. The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to federal, State and local laws that apply to public schools (collectively, "Applicable Laws") and District policies unless waived in accordance with the Act and this Contract. Further, the School is a public entity within the meaning of C.R.S. §24-10-106. Therefore, the School is entitled to the protections of the Colorado Governmental Immunity Act, is a local public body within the meaning of C.R.S. §24-6-402(1)(a) and is subject to the Colorado Open Meetings Law (OML), and Colorado Open Records Act (CORA).

B. Compliance with Contract. The School will be bound by and operated in a manner consistent with the terms of this Contract so long as such terms are in accordance with Applicable Laws.

C. Dissolution. Upon dissolution of the School, assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the District or another charter school within the District, as determined by the District. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked

and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.

D. Governmental Immunity. Nothing in this Contract may be construed as a waiver of individual immunity from liability, in any form, granted by law to a School director, employee, volunteer, agent or representative.

SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP

2.1 District Rights and Responsibilities.

A. Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to all Applicable Laws and District policies, unless specifically waived.

i. All records established and maintained in accordance with the provisions of this Contract, subject to applicable legal exceptions, and to the limitations set forth below, shall be open to inspection and review and made available in a timely manner to District officials. Records include, but are not limited to:

- School records, including but not limited to: student cumulative files, policies, special education and related services;
- Financial records;
- Educational program records, including test administration procedures and student protocols;
- Evidence that criminal background checks have been conducted for personnel, as well as State required evaluation and annual reporting of performance of educators, pursuant to the Educator Effectiveness Act (unless the Charter receives a waiver of C.R.S. 22-9-106);
- School operations records, including health, safety and occupancy requirements;
- Facility inspection records; and
- Charter Board minutes, meeting notices, agendas, other records, and communications.

ii. Notwithstanding anything to the contrary herein, the District shall not have access to documents constituting communications with the School's attorney and which are protected by attorney client privilege, or attorney work product doctrine; or documents that would otherwise be executive session minutes or recordings, or attorney client consultation in executive session or subject to work product exception relating to negotiations with the District.

iii. The District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the

Superintendent of the District, visits should be pre-arranged with reasonable advance notice in a professional manner to avoid needless disruption of the educational process.

B. Notices and Complaints. The District agrees to notify the School regarding any complaints and any regulatory notices about the School that the District receives if it triggers a time period for a School response. The notification shall be made in a timely manner, generally within three (3) business days of receipt of the complaint or notice by the District, and shall include information about the substance of complaint or notice, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity. Any complaints received by the District shall be referred by the District first to the School pursuant to its adopted complaint policy referred to in Section 3.4 below, unless it falls outside the scope of the School's authority by Applicable Law or this Contract.

C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.

D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the Department (defined below) or other State sources including but not limited to test scores, Every Student Succeeds Act ("ESSA") school improvement status, School Performance Framework ("SPF"), accreditation, special education, and funding information.

E. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, the District shall provide to the School in a timely manner the data used by the Colorado Department of Education ("Department" or "CDE") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present, or permit the School, in the District's name, to present, any request for reconsideration or appeal that has a reasonable likelihood of success to the Department in accordance with CCR 301-1-10.03. The District shall provide to the School in a timely manner the final plan assignment determination that the School shall implement, the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in this Contract.

F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School in accordance with this Contract, and additionally, upon request of the District, shall provide cumulative files and other records of a student or students to the extent necessary in order to comply with reporting and/or other requirements imposed by Applicable Law. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance

with the law and shall not use student information acquired from the District for any other purpose. The School shall meet all federal, State and District reporting requirements.

G. Performance Review. In accordance with C.R.S. §22-30.5-110(1)(b) of the Act, the District shall annually provide the School with a review of its performance, which shall include at a minimum the School's progress in meeting the objectives identified in the SPF plan the School is required to implement pursuant to C.R.S. §22-11-210 and the results of the School's most recent annual financial audit. The District shall provide the School with written feedback from the annual review.

2.2 School Rights and Responsibilities.

A. School Governing Board Responsibility. The School's governing board ("Charter Board") is responsible for the School's financial, organizational and academic viability of the School. The Charter Board possesses the independent authority to determine the organization and management of the School, the curriculum and the instructional methods consistent with Applicable Law.

B. Records. The School agrees to comply with all Applicable Laws and District recordkeeping requirements including those pertaining to students, governance, and finance, to the extent not waived. The School shall be notified within 10 days of the District's adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system, including discipline records. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be posted in accordance with the Financial Transparency Act, C.R.S. §22-44-301 and any other Applicable Laws addressing financial transparency and reconciled at least monthly, if required. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements. The School shall comply with all District, State and federal reporting requirements. The School shall comply with C.R.S. §22-32-110(1)(jj) regarding the withholding of student records, diplomas, transcripts, or grades for failure to pay School-assessed fines or fees.

C. Intergovernmental Agreements and Cooperative Opportunities. The School shall provide reasonable notice to the District before entering into any intergovernmental agreements with other government entities. The School may take part in cooperative purchasing discounts and/or promotions made available to other District schools through the District or by third-party contracting organizations.

D. Notification Provided to the District.
   i. Timely Notice. The School shall notify the District within three business days any complaints filed against the School or its employees, administration, or Charter Board members in their official or individual capacities, or an Education Management Provider

("EMP") in connection with services to the School by any governmental agency including, but not limited to, OCR, CCRD, and EEOC.

ii. Immediate Notice. The School shall immediately notify the District (and other appropriate authorities, if applicable) of any of the following:

a. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3;

b. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or Applicable Law;

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

d. Any circumstances requiring lockdown or other emergency procedures due to immediate school health or safety concerns including health and safety concerns requiring material changes to the school program and/or operations;

e. The arrest, dismissal or resignation of any members of the Charter Board, School employees, or EMP employees, for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, or any criminal offenses involving children, including misdemeanors. Additionally, the School shall follow all reporting regulations as required in C.R.S. §22-1-130 and other relevant laws;

f. Misappropriation of funds;

g. A default on any obligation, which shall include debts for which payments are

h. A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same or to maintain its corporate status as a 501(c)(3) tax-exempt organization with the U.S. Internal Revenue Service.

E. Compliance. The School shall comply with all Applicable Laws and District policies, except to the extent that the School has obtained waivers in accordance with State law, District policies, and this Contract. The School shall comply with all applicable federal, State and District accountability requirements including, but not limited to, the READ Act, federal and State testing requirements, the monitoring and documenting of student academic progress and other mandates as may arise during the term of this Contract.

i. The District reserves the right to conduct audits and require submission of documents or assurances as necessary to monitor and verify compliance.

F. Reports. The School shall provide in a timely manner to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below along with projected due dates for the current school year. Timely written notification shall be provided when due dates are changed, or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Contract and the District may take actions outlined in Section 2.2.N.

i. In addition to posting financial data online in accordance with C.R.S. §22-44-301 *et seq.*, (including budget), the following required financial reports shall be provided by the School annually by the specified dates:

a. Proposed budget on or before April 1.

b. Projected student FTE on or before April 1.

c. School budget approved by Charter Board on or before June 1 or within 30 days of an additional appropriation.

a. NOTE: in the event of a mid-year revision to a budget due to a variance from a prior approved budget based on a plus or minus change of 5%, the School must submit a revised budget reflecting the variance within 30 days of its adoption.

d. Monthly detailed financial reports by the 15th of the following month if requested by the District.

e. Quarterly financial reports in compliance with C.R.S. § 22-45-102(l)(b), by the 15th of the month following the end of the quarter if requested by the District.

f. Annual audit drafts due on or before October 15 if requested by the District.

g. Annual audit final copies on or before November 15, or 30 school days after the District provides all necessary documents to the School.

h. End-of-year trial balance if requested by the District.

i. Year-end financial statements on or before June 15 if requested by the District.

ii. Notwithstanding the above, if the District fails to provide information necessary for the School to timely comply with its obligations set forth in Subsections i.,f., and g. and h above, it shall not be in breach for failure to submit by the deadlines herein.

G. School Calendar. The School shall provide the following year's school calendar on or before April 1.

   i. At a minimum, the School Calendar & Hours of Operation shall include and the School shall actually provide students the minimum number of days and hours of instruction set forth in Applicable Law.

   ii. The School instructional days and hours of operation shall not materially vary from those set forth in the approved Application unless previously approved in writing by the District. For purposes of this Section, "material" is defined as either a change of at least 10%, or a transition to or from a 4-day school week.

   iii. Either the School's failure to provide students the minimum number of days and hours of instruction set forth in law, or the School's material change to the instructional days and hours without prior District approval in writing shall constitute material violations of the Contract.

H. Health and Safety Information. The School shall annually provide safety information including a report of previous year's fire drills and updated emergency plans, emergency contact information, etc. on or before the annually published due date from the District.

I. Bond Documentation. The School shall provide closing documents and bank statements no later than five (5) business days after closing.

J. Safe School Plan. The School shall comply with the Colorado Safe Schools Act, C.R.S. §22-32-109.1, and submit the required information annually on or before September 15. The School shall submit the information to the individual or office designated in advance by the District. The District will be responsible for communicating the information to local responders.

K. Governance Information. The School shall provide the following information annually to the District charter school office by the specified dates:

   i. Charter Board membership (i.e., names/ contact info, terms) – September 15

   ii. Charter Board member conflict of interest disclosures – September 15

   iii. Evidence of new Charter Board member training – September 15

   iv. Current Bylaws – within ten (10) business days after any material changes have been approved

   v. Current Articles of Incorporation – within ten (10) business days after any material changes

   vi. Evidence that Charter Board members have filed Oath of Office with local county clerk office - within 80 days of becoming a Charter Board director

vii. Insurance Certification – The School shall provide a certificate of insurance by September 15

viii. Academic Reporting – The School shall provide academic reports as required by federal and State law

L. Indemnification. To the extent permitted by law, the School and District each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other Applicable Law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor

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

i. Initiation. Either Party may initiate dispute resolution procedures in accordance with this section if the initiating Party believes that the other Party has violated a provision of this Contract or applicable law provided that dispute resolution shall not supersede the District's authority to initiate Revocation pursuant to Section 11.

ii. Negotiated Resolution. In the event any dispute arises between the District and the School concerning this Contract, including but not limited to the implementation of or waiver from any District policies or regulations, the disputing Party shall notify the other Party in writing that a dispute exists and shall identify the Section of this Contract that is in dispute and the grounds for the position. Such dispute shall first be submitted to the Superintendent of the District or a designee for review, if initiated by the School; or to the Executive Director of the School or a designee for review, if initiated by the District. Thereafter, representatives of the District and the School shall meet and attempt in good faith to negotiate a resolution of the dispute.

a. Third Party. In the event the Parties' representatives are unable to resolve the dispute informally pursuant to the procedure set forth above within sixty (60) days following notice of a dispute, the Parties shall submit the matter to an independent mediator, who shall be agreed upon by the Parties within fifteen (15) calendar days following either Party's written request for mediation (the "Moving Party"). If the Parties are unable to agree upon a mediator within that time, the Moving Party shall obtain a list of five names from the Judicial Arbiter Group, Denver, Colorado, and submit them to the other Party, who shall strike one, return the list to the

moving Party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the Non-Moving Party.

b. Mediated Resolution. The mediation shall be scheduled and concluded within sixty (60) days of the Parties agreeing on a mediator, with final written findings entered by the mediator and served on both Parties within a 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both Parties, except upon a finding that the actions of one Party have unreasonably increased such costs. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District Board, which shall in turn decide on the matter and release the mediator's written findings within thirty (30) days of its receipt of the advisory recommendation. The decision of the District Board shall be final; provided, that the School may appeal to the State Board those matters within the State Board's jurisdiction in accordance with governing law.

N. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. §22-30.5-110(3), any of the other reasons listed in this Contract, is in violation of Applicable Law, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 11. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection i.

i. Remediation Plan Submission. The District may require the School develop a plan and timeline to remedy the deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.

a. Seeking Technical Assistance. The District may require the School to seek technical assistance if the School is required to prepare and implement a priority improvement plan or turnaround plan.

O. District Violations of Law or this Contract. If the School believes that the District has violated any provision of this Contract or Applicable Law, the School may initiate dispute resolution

procedures in accordance with this Contract, file an appeal with the State Board, or seek other remedies provided by law or in equity.

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

Q. Family and Student Satisfaction. Each year, the School shall administer a survey to measure the satisfaction of its families and students. The School may administer its own satisfaction survey or use the survey developed and scored by the District.

SECTION THREE: SCHOOL GOVERNANCE

3.1 Governance.

A. Nonprofit Status. The School represents that the entity that holds the charter is and shall maintain its status as a Colorado nonprofit corporation. The School's Articles of Incorporation and Bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract and Applicable Law. The Articles of Incorporation and Bylaws are attached to this Contract as Attachment 2. The Charter Board will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Contract. The Charter Board shall operate in accordance with these documents. The Bylaws or policies of the School shall require that each member of the Charter Board annually sign a conflict-of-interest disclosure, which shall, at a minimum, meet the requirements set forth by the District charter school office. The School shall follow the requirements of the Colorado Revised Nonprofit Corporations Act ("Nonprofit Act") in amending its Articles of Incorporation and Bylaws. Any material modification of the Articles of Incorporation or the Bylaws shall be submitted to the District charter school office within ten (10) business days of its ratification or adoption by the Charter Board. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents; that significantly increases the number or percentages of votes required to take major actions; or that changes the selection method or qualifications of the Charter Board or changes the purpose of the entity.

B. Authority of the Governing Body. The School's Charter Board shall have full authority and responsibility for the School, including ultimate responsibility for School fiscal, legal and contractual compliance matters, consistent with the Act and with applicable provisions of the Nonprofit Act; have and shall meet the duties imposed on such bodies by operation of law; and enjoy all individual immunities from liability provided by law. Nothing in this Contract may be construed as a waiver of individual immunity from liability, in any form, granted by law to the School or a School director, officer, employee, volunteer, agent, or representative.

3.2 Corporate Purpose.

The purpose of the School as set forth in its Articles of Incorporation shall be limited to the operation of a charter school pursuant to the Act and purposes ancillary thereto and in support thereof.

3.3 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Open Meetings Law, C.R.S. §24-6-401 *et seq.* and Open Records Act, C.R.S. §24-72-201 *et seq.* The School shall comply with parts of the Colorado Sunshine Act, C.R.S. §24-6-401 *et seq*. ("Open Meetings Law") and the Colorado Open Records Act, C.R.S. §24-72-201 *et seq*. ("CORA"), as applicable to charter schools and shall adopt and strictly enforce a conflict of interest policy including a policy to avoid conflicts of interest between the School and any EMP.

3.4 Complaints.

The School shall establish and make known to parents and other constituents, a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The School shall submit to the District for approval its process for resolving public complaints, including complaints regarding curriculum, which must provide an opportunity to be heard and an appeal process similar to that provided in current District policies/regulations and procedures, except that the final administrative appeal shall be heard by the Charter Board, rather than the District Board. Any material changes to the process shall be submitted to the District for approval prior to implementation.

3.5 Contracting for Core Educational Services.

Unless otherwise agreed in writing by the District, whose approval shall not be unreasonably withheld, conditioned or delayed, the School shall not have authority to enter into a Contract or subcontract for the management or administration of its core instructional program, including special education. This shall not prevent the School from engaging independent contractors to teach selected, specific courses or provide specific services as a portion of the School's educational program or operations. Subject to the limitations above, the School may negotiate and contract with a school District, the governing body of a State college or university, a school food authority, or any third party for the use, operation and maintenance of a school building and grounds or the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein.

3.6 Contracting for Operational and Administrative Services.

Pursuant to relevant law, the School may contract with third-party providers for operational and administrative services. The School shall follow Applicable Laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest.

3.7 Conflict of Interest.

Members of the Charter Board or any governing committee established for the School shall comply with District policies and regulations regarding ethics and conflict of interest, unless otherwise waived pursuant to this Contract. If, subject to District approval, the School enters into

a contract with an EMP, the School acknowledges and agrees that Charter Board members shall not be employed by such EMP or such EMP's affiliate and shall not be employed with another charter school that retains the services of such EMP.

SECTION FOUR: OPERATION OF SCHOOL AND WAIVERS

4.1 Operational Powers.

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

4.2 Evaluations and Training.

A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the lead administrator of the School at least annually, in form determined by the Charter Board in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with this Contract.

B. Employee Evaluations. The lead administrator or his/her designee shall conduct performance evaluations of the School's licensed personnel employees at least annually in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with this Contract.

C. Charter Board Training. The Charter Board shall adopt a policy for its annual training plan. By September 15 of each year, the School shall provide evidence of satisfactory completion, or adequate progress toward completion, of Charter Board training for new members seated during the prior school year. This may include completion of the Charter Board training modules provided by the Department, or comparable training.

4.3 Transportation and Food Services.

A. Transportation. The District and the School acknowledge and agree that transportation will not be provided by the District to students attending the School, unless agreed to in writing by separate agreement. Also, the School may purchase from the District transportation to extracurricular activities on the same basis as other schools in the District. If the School subsequently determines to provide transportation during the term of this Contract, such services shall be provided in accordance with Applicable Laws.

B. Food Services. The School shall be solely responsible for providing food services, if any, to students attending the School. The School may implement a program to provide free and reduced

price meals to qualifying students that attend the School (through utilization of the CDE Family Economic Data Survey, if appropriate) through a qualified School Food Authority ("SFA") or the School may qualify and serve as an SFA in accordance with Applicable Law. The District and School may agree that the District provide food services to the School by executing a separate written agreement.

4.4 Insurance.

A. Insurance Coverage. During the term of this Contract, the School shall purchase and maintain insurance protecting the School and Charter Board members, officers, employees, and volunteers (if allowable by policy), and District where appropriate as an additional insured or to the extent of its interests, consisting of commercial general liability insurance, errors and omissions liability insurance (school entity liability insurance), auto liability insurance and any property insurance as may be required to appropriately insure property interest commitments as well as statutory workers' compensation insurance coverage at the coverage amounts as may be set by the District from year to year; provided, however that if the District increases coverage requirements for the next year, it shall give the School at least ninety (90) days notice of such increase. Minimum coverages for the current school year are listed below:

i. Comprehensive general liability - $2,000,000 per occurrence

ii. Officers, directors and employees errors and omissions - $1,000,000 per occurrence

iii. Motor vehicle liability (if appropriate) - $1,000,000 per occurrence

iv. Bonding (if appropriate):

- Minimum amounts: $25,000
- Maximum amounts: $100,000

v. Workers' compensation - (as required by Colorado law)

B. Prior Written Notice. The School shall provide at least 30 days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable; notwithstanding the above, if such changes are initiated by the insurer, the School shall give as much notice as is given to it. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State and that are rated by A.M. Best Company not lower than "A-VII" unless otherwise approved by the District. Non-rated insurers must be approved by the District. The School shall provide certificates of insurance to the District charter school office' by September 15 annually for compliance review and approval of said coverages. Identified deficiencies shall be rectified within twenty (20) business days following notification specifying the deficiency. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, sent to the School and the District charter school office, if available under the policy or by endorsement; otherwise, the School shall notify the District within 3 business days of its

receipt of notice received in accordance with the terms of such policies The School shall notify the District charter school office within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School. The District may upon reasonable advance notice, review and inspect the School Facilities to assess the adequacy of School-provided insurance programs.

C. Evidence of Insurance Policies. The School shall have on file at all times a copy of the purchased insurance policies that, at a minimum, meet the requirements as set by the District from year to year, provided, however, that the District shall give the School at least 120 days prior notice of any changes to such requirements, as well as evidence that payment of premiums for such policies have been timely made. The insurance policies may provide for retentions (self-insurance) or deductibles in amounts as reasonably approved by the District. In any event, the School shall, at all times, maintain sufficient restricted cash reserves to cover all retention and/or deductible amounts and shall provide documentation that such reserves have been maintained upon request. Both Parties shall secure policies that are primary and noncontributory to insurance obtained by the other Party and/or any obligation of indemnification under this Contract.

4.5 Limitation of Liabilities.

In no event will the District, District Board members, District officers, employees, or agents be responsible or liable for the debts, acts or omissions of the School, Charter Board members, officers, employees, or agents. Similarly, in no event will the School, Charter Board members, officers, employees, or agents be responsible for the debts, acts, or omissions of the District, District Board members, officers, employees, or agents.

4.6 Waivers.

A. State Laws and Regulations.

i. Automatic Waivers. Pursuant to C.R.S. §22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. §22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is *not* required to submit a replacement plan and rationale to the Department. The automatic waivers from State law or regulation, to be requested by the School, are set forth in Attachment 3.

ii. Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and the waiver is consistent with the School's operational or educational needs.

iii. Procedures for Non-Automatic Waiver Requests. The District Board agrees to submit for the School a request for waivers of the Non-automatic State laws and regulations that are listed in Attachment 3. To the extent the State Board does not

grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

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

B. District Policies.

i. Automatic Waivers. Certain District policies are not waivable and other policies are deemed automatically waived for the School, and these automatic waivers are set forth on Attachment 4. The District shall keep an updated list of District policies that the School may automatically waive. The School shall be waived from all policies that are on such automatic waiver list at the time of this Contract, and any updates to the list during the term of this Contract. The District shall include on this list and grant any automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school.

ii. Additional Waivers. The School shall be granted certain additional waivers from District policies set forth in Attachment 4. Where indicated in non-waived District policies, the term "District" is synonymous (and deemed replaced) with the term "School." Thus, the School and its staff shall fulfill the responsibilities and/or obligations defined in non-waived policies except policies that by their terms are not applicable to charter schools.

iii. Subsequent Waiver Requests. The School may request additional waivers after the execution of this Contract. Upon receipt of such a request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by State law. Waiver of District policies shall not be unreasonably withheld.

4.7 Bidding Requirements.

Unless purchased from or through the District, contractual services and supplies, materials and equipment shall be procured through a system of competitive bidding, as required by School District policy and/or Applicable Law, unless a waiver has been obtained.

SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS

5.1 School Grade Levels.

The School may serve students in grades ECE - 8.

5.2 Student Demographics.

As required by the Act, C.R.S. §22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner. For purposes of this Contract, "discriminatory" shall mean discriminatory in violation of District policy, or Applicable Law. It shall not mean implementation of the School's adopted enrollment priorities set forth in Section 5.5. The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the District. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced lunch, English language learners, and special education programs within the District average, taking into account the demographics of other public schools within a reasonable proximity to the School. The Parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in Section 5.5. The School will participate in a District-wide enrollment process that incorporates the School's adopted enrollment priorities.

5.3 Maximum and Minimum Enrollment.

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

5.4 Eligibility for Enrollment.

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

5.5 Enrollment Priorities.

The School's enrollment priorities shall be submitted to the district by September 15 and are subject to its participation in a District-wide enrollment process that incorporates the School's adopted enrollment priorities. If the School plans to change its enrollment priorities it shall notify the District at least sixty days prior to any enrollment process for the next year, and shall provide such information to the District to ensure that such priorities are in compliance with Applicable Law and District Policy.

5.6 Admission and Enrollment for Students with Disabilities.

The School shall conduct its admissions and enrollment process consistent with the requirements of District policy JFBA, District regulation JFBA-R, and Applicable Law, including, but not limited to, the requirements of the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1401 *et seq.* ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and Colorado's Exceptional Children's Educational Act, C.R.S. § 22-20-101 *et seq.* ("ECEA"). The School shall not use a student's disability status or the content of a student's IEP until after the admissions (e.g., lottery) process has been completed. Consistent with District policy JFBA, upon completion of the admissions process, successful applicants will be offered enrollment subject to a determination that the student meets applicable eligibility criteria (*e.g.*, age and course prerequisites), a free appropriate public education ("FAPE") is available for the student at the School, and the student is otherwise eligible to enroll consistent with C.R.S. § 22-36-101(3)(a)-(e). The determination of whether FAPE is available for the student at the School shall be made consistent with applicable ECEA Rules including, but not limited to, Rules 4.03(8)(b) and 4.03(8)(c).

5.7 Participation in Other District Programs.

No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the way the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Act.

5.8 Non-Resident Admissions.

Subject to its enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless otherwise waived) and this Contract. If the School has more applicants than it has space, preference shall be given according to the School's enrollment policy set forth in Section 5.5 of this Contract. The School will participate in a district-wide enrollment process that incorporates the School's adopted enrollment priorities, including preference to those students who reside within the District. The School shall handle denial of admission in a manner consistent with State law and District policy/regulations. Once accepted for enrollment, a non-District resident student may re-enroll for subsequent school years until completing his or her schooling at the School.

5.9 Student Movement After October 1.

After October 1, any movement of students between the School and any District school, including the school serving the student's resident address that is not operated pursuant to a charter school contract, shall be in accordance with the standard District administrative transfer process.

5.10 Discipline, Suspension, Expulsion.

The School agrees that it shall comply with all District policies and regulations concerning student attendance, standards of conduct and discipline unless and until the School adopts its own written policies that are approved by the District. The School's procedures shall provide for an appeal in student discipline cases, except expulsions, to the Charter Board. Where the principal of the School recommends a student for expulsion, the proceedings shall be referred to the District's charter school office for handling through the District's expulsion processes. The District's Board shall have final authority regarding appeals in student expulsion cases. Any general or special education services required by law to be provided to a suspended School student shall be the sole responsibility of the School to provide. Any general or special education and related services required by law to be provided to an expelled School student shall be the responsibility of the District; however, the School shall reimburse the District for any costs of educational services provided during the term of expulsion.

5.11 Continuing Enrollment.

Pursuant to State law, students who enroll in the School may remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court-ordered placement, or placement in a different school pursuant to an IEP and the School shall be considered the student's home school for purposes of choice enrollment. Students wishing to transfer from the School to another school in the District may do so only through the District's choice enrollment and transfer policies and regulations.

SECTION SIX: EDUCATIONAL PROGRAM

6.1 Mission and Vision.

The School's mission and vision are set forth in the Application.The Charter Board shall operate the School in a manner consistent with the vision and mission statements as approved by the District. Material revisions to the vision and mission statements shall be considered material changes to the Contract and shall require approval of the District. Such approval shall not be unreasonably withheld, conditioned, or delayed.

6.2 Goals, Objectives, and Performance Standards.

The goals, objectives and performance standards set forth in the Application are accepted by the District, as amended by this Contract, and subject to the conditions set forth below:

A. District Accreditation. The School shall be accredited in accordance with written District guidelines and State law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized. Such material changes shall become applicable to the School if

the School does not object to such changes in writing within thirty (30) business days after receiving notice of such changes. If the School timely objects to such material change, the Parties shall negotiate in good faith to resolve the School's concerns with regard to the material change. The School shall comply with the educational accountability and or accreditation provisions of State law, as amended from time to time, including but not limited to: the Education Accountability Act of 2009, C.R.S. §22-11-101 *et seq.*; the School Accountability Reports Act, C.R.S. §22-7-601 *et seq.;* Educational Accreditation Act of 1998, C.R.S. §22-11-101 *et seq.*; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of "exceptional children" as defined in such rules, unless waived.

B. Adequate Progress. Pursuant to C.R.S. § 22-30.5-110(3)(b), the School is required to meet or make adequate progress towards meeting the academic standards as defined by the State SPF, any additional federal requirements, and any additional measures and metrics to which the Parties agree. Additional metrics may be designed to measure achievement of educational program characteristics, as mutually agreed to by the parties. The District will define "adequate progress" in reference to annual State ratings and definitions of satisfactory performance. The term "adequate progress" is as defined herein and that the School will be accountable as such. The District will monitor and evaluate the School's progress as part of the annual review it conducts pursuant to C.R.S. § 22-30.5- 110(1)(b).

C. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance, and operations. The current version of the District's Financial Framework is attached herein as Attachment 5. The School acknowledges that these indicators may change over time and, accordingly, may be updated annually. The District agrees to provide the School with prior notice and an opportunity for input into any proposed material changes before they are finalized. Such material changes shall become applicable to the School if it does not object to such changes within thirty (30) business days after receiving notice of such changes. If the School timely objects to such material change, the Parties shall negotiate in good faith to resolve the School's concerns with regard to such material change. The School and the District agree that the School shall not be required to adopt any changes in District policy under this section during the term of this Contract, unless required by Applicable Law.

D. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the State SPF, any additional federal requirements, and any other agreed-upon measures and metrics. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above.

E. Student Welfare and Safety**.** The School shall comply, except as waived, with all District approved policies and regulations, and comply with all Applicable Laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any State regulations governing the operation of school facilities.

6.3 Educational Program Characteristics.

The School shall implement and maintain the characteristics of its educational program set forth in the Application, subject to modification with the District's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

6.4 GED and Online Programs.

The School's educational program, as described in the Application and currently operated and as reviewed by the District, does not include an online program pursuant to C.R.S. §22-30.7-101 *et seq.*, and 1 CCR 301-71, or a GED program. The School is accordingly prohibited from offering such online or GED programs, except as may be required to be in compliance with a national, State, or local health order. This section shall not prohibit remote education, if any, provided by the School with District approval as a temporary expedient in response to: a declared emergency, in the event the School facility is temporarily unusable, or to provide learning access to a student who is temporarily unable to attend school.

6.5 Curriculum, Instructional Program, and Pupil Performance Standards.

A. Educational Program Design. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School, shall meet or exceed the Colorado Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission. "Curriculum" encompasses all content taught by the School.

B. All embedded assessments used by the School are included in Appendix B. Any revision of Appendix B to include additional assessments shall be agreed to by the School and District staff. The School shall adhere to all District timelines for developing and administering assessments, if applicable.

6.6 Graduation Requirements.

If applicable, the School shall develop and submit to the District for approval a policy setting forth graduation requirements that align with State graduation guidelines pertaining to both credits obtained and State postsecondary workforce readiness graduation guidelines.

6.7 Tuition and Fees.

A. Tuition. The School shall not charge tuition, except as provided in C.R.S. §§ 22-20-109 and § 22-32-115(1).

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

C. Indigent Students. The School shall waive all fees for indigent students in accordance with Applicable law. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall survey its student population for

eligibility for free and reduced lunches under federal guidelines in accordance with State Board regulations.

6.8 Academically Exceptional Students and English Language Learners

A. General. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other "exceptional children" as defined in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Application and this Contract.

B. English Language Learners ("ELL") and Limited English Proficient ("LEP") Children. The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program unless the School purchases these services from the District. The School shall follow the District's procedures for identifying, assessing and serving English language learners and exiting them from the program. The School shall follow the District's procedures for identifying, assessing, monitoring, and exiting LEP children. If the School does not purchase ELL and LEP services from the district, the School shall annually submit a plan for how these services will be provided to the District.

C. Gifted and Talented. The School shall identify and provide resources and support to gifted and talented students to enable them to meet their particular academic and emotional needs with a focus on literacy, mathematics, leadership, and creativity. Unless waived under this Contract, the School shall follow State regulations and the District's requirements for identifying, assessing and serving gifted and talented students.

6.9 Education of Students with Disabilities.

A. Individuals with Disabilities Education Act ("IDEA") -Eligible Students with Disabilities.

i. **Compliance Requirements.** The School agrees to comply with all District policies/regulations and the requirements of federal and state law concerning the education of IDEA-eligible students with disabilities. The School will provide FAPE, including special education and related services to eligible students with mild/moderate needs at the School at a level consistent with other schools in the District serving the same grade levels. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of Applicable Law. Except to the extent otherwise explicit in this Contract, the School shall solely be responsible for the costs of providing all IDEA and ECEA required services to students with mild/moderate needs, including those specialized instructional and related services required pursuant to a student's IEP,and those services that are typically provided by regular education teachers through the normal educational program, including without limitation, the cost of the regular education teacher and typical educational supplies and services generally made available to all students.

The District or the School may identify changes to the educational program of the School that are reasonably necessary to comply with Applicable Law for educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require changes necessary to comply with law. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control. The District may suggest any other changes that may be beneficial for students with disabilities.

ii. **Monitoring.** The school shall cooperate with the District in submitting all necessary reports and information and in meeting other administrative requirements of the District under Applicable Laws regarding the education of students with disabilities. The District Compliance Director or designee may monitor the School's compliance and direct such changes as necessary to comply with Applicable Law or State or District policies concerning the School's referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities.

iii. **IEP Meetings.** The School shall provide for the attendance of any School employees whose presence is necessary at any meetings at which IEPs are developed or modified.

iv. **IEPs.** The School shall use District special education forms and procedures and shall document compliance with the requirements of Applicable Law. The School's personnel shall be responsible for, without limitation: developing student IEPs; identifying and referring students as provided by the child find requirements of Applicable Law and District guidelines for evaluation of special education needs and determination of eligibility for special education services, including Independent Educational Evaluations (IEEs); maintaining records as required by Applicable Law; providing related services, and supplementary aids and services, assistive technology, and supplies, materials, and equipment necessary to meet students' special education and related service needs; providing tiered pre-referral interventions to the extent required by law or District policy; obtaining informed parental consent for initial evaluations, re-evaluations, and the initial provision of services; providing parents with procedural safeguards notices and other required written notices; providing extended school year (ESY) services; conducting manifestation determination reviews, providing alternative educational services, and otherwise complying with the disciplinary procedures outlined in the IDEA; and properly carrying out the applicable requirements of each IEP. Special education services provided by the School shall be delivered by teachers, related service providers, and paraprofessionals who are properly licensed, endorsed and trained pursuant to the requirements of Applicable Law. Although the school is responsible for ensuring students receive a free appropriate public education, the cost of some of the above-listed items may be included in the annual special education reimbursement and funded by the District.

v. **Professional Development.** The School's special education teachers and related service providers shall attend mandatory professional development and induction programs provided by the District. The District shall not deny School employees attendance at such programs. If School employees are denied admission to such programs, the District shall conduct an identical program for School employees at the District's expense. The School's special education teachers and related service providers may participate in non-mandatory professional development and induction programs. However, to the extent there are outside costs associated with non-mandatory professional development, the School shall reimburse the district for these costs.

vi. **Licensure requirements.** Upon request by the District, the School will provide all necessary documentation to demonstrate the licensure status of School personnel providing special education or related services and of independent contractors providing special education or related services, as well as the training received by said personnel and the steps taken by the School to comply with the requirements of Applicable Law. To the extent that it has changes in its personnel, independent contractors, or training for staff, the School shall promptly provide updated documentation to the District.

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

viii. **Budgetary Allocation.** By April 1 of each calendar year, the School shall report to the District its anticipated budgetary allocation and hiring plan for all special education teachers and related service providers who will be employed for the following year. Such information shall be submitted to the District charter school office. The School shall endeavor to have all special education teachers and related service providers hired, appropriately qualified, and available to serve the identified needs of its students by the first day of school. The School shall not be precluded from hiring additional special education staff throughout the year. The School shall be permitted to continue hiring such staff as necessary to fulfill its needs throughout the school year.

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

x. **District Administrative Support.** District support shall be provided to the School pursuant to the terms of this Contract, as defined in the District Purchased Services Agreement, which is updated annually**.** The District's Executive Director of Special Education, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services to ensure compliance with Applicable Law. Special education administrative support services provided by the District for the benefit of the School include: preparation of annual financial and operational plans to CDE required by the District's status as special education administrative unit for the School; attendance by a District Special Education Director or designee, as deemed appropriate by the District's Executive Director of

Special Education, at IEP meetings for the School's students; preparation of documentation required by the State and federal governments for receipt of ECEA and IDEA funding; assistance to the School in completing the annual December 1 count of students with disabilities; data entry of special education data into the student data management system; review and monitoring of the School's special education records; access at no cost to District assessment instruments; preparation of all of the special education staff data required by CDE; and routine consultation with the District's designated representative and other appropriate specialists.

B. Non-IDEA-Eligible Students with Disabilities. As a recipient of federal funds, the School is responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for the protections thereunder. The School agrees to follow District policy in identifying students who are Section 504-eligible and providing them with related aids, services, and accommodations, in accordance with their 504 plans.

C. Adjustment and Defense of FAPE Claims. The Parties acknowledge that Applicable Law may be construed to charge the District with ultimate responsibility to ensure that students with disabilities enrolled in the School receive FAPE and are not discriminated against on the basis of disability. Accordingly, the District shall at all times have the right to hire counsel and direct the defense of litigation, including the right to compromise, adjust, or otherwise resolve any complaint, claim, or civil action in which it is alleged that the School has failed to provide any student with a FAPE or has otherwise discriminated against any student on the basis of disability. The School and District will cooperate in the defense of any legal action brought by any person or entity on behalf of a student attending School, regardless of whether the action is brought against the School or the District or both, in accordance with the respective responsibilities of the Parties as provided herein and/or Applicable Law. The Parties acknowledge that their close cooperation in the event of legal action is in the best interests of the School, the District, and the student at issue. For purposes of this subparagraph, "legal action" includes, but is not limited to mediations; due process hearings; State or federal complaints; Office for Civil Rights ("OCR") complaints; and court actions. To the extent decisions, actions or inactions of the School are the proximate cause of a claim, the School retains the right to hire counsel and direct its defense of any and all such charges, complaints or investigations concerning compliance with the IDEA, ADA, Section 504, and/or Colorado Anti-Discrimination Act (CADA). This includes, but is not limited to, due process claims and complaints involving the Office for Civil Rights (OCR), the Colorado Department of Education (CDE), the Colorado Civil Rights Division (CCRD). In the event the School and the District require separate counsel, each shall be responsible for the cost of its own counsel and for directing its defense. The School and District each agree to indemnify and hold the other, its board members, employees, and agents, harmless from any and all liability, claims, and demands arising from or relating to the education of students with disabilities where such obligation results directly from the indemnitor's actions, inactions or decisions. Where actions, inactions or decisions of both Parties are implicated in causing liability, the Parties shall agree on the proper allocation of responsibility.

6.10 Extracurricular and Interscholastic Activities.

Subject to the provisions of C.R.S. §22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may try out for extracurricular and interscholastic activities not offered by the School at other schools in the District, provided that the prerequisites for participation are met and there is space available in the desired activity. The School or parents shall be responsible to make appropriate arrangements consistent with State law for School students seeking to participate in activities not otherwise sponsored by the School. The student may try out at the school in the District designated by the District in accordance with the law and applicable Colorado High School Activities Association "CHSAA" rules. The School and the student shall comply with all applicable rules of CHSAA, the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the student or the School shall be responsible for payment of the fee.

The District is not required to provide transportation of the School's students to other schools in the District to enable them to participate in extracurricular and athletic practices, rehearsals, and meetings, or to otherwise expand transportation provided for such activities and events. The School and/or parents of students enrolled in the School shall be responsible for transportation for such activities for all students of the School, including students with disabilities, as necessary for such participation. In the event the District provides transportation for an extracurricular group or athletic team to participate in a competition, students of the School shall be provided District transportation from the same departure and return points as provided to the other District student participants in the activity. Nothing herein shall be construed to require modification by either Party of any calendar or schedules for extracurricular programs.

6.11 Expansion and Replication.

The School acknowledges and agrees that its charter is for the operation of a single charter school serving grades ECE - 8. If the School desires to add grade levels, establish one or more additional locations to serve its existing school, or establish one or more additional schools in the District, the School may apply to the District Board for expansion or for an amendment to this Contract.

SECTION SEVEN: FINANCIAL MATTERS

7.1 Revenues.

A. Funding.

i. District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, plus any applicable capital construction revenue payments pursuant to C.R.S. §22-54-124, minus the following: (a) the actual amount of the School's per pupil share of the indirect central administrative overhead costs of the District (up to five percent of PPR), as provided by law, (b) the cost of special education services set forth set forth below, (c) deduction for direct costs agreed to by the Parties, (d) deductions for purchased services or as otherwise agreed to in writing by both Parties, and (e) other deductions as provided herein and adjusted as provided herein. Any subsequent Department audits of District pupil counts and per pupil revenue that impact

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

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

The District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within 90 days after the end of the fiscal year as required by law, under C.R.S. §22-30.5-112(2)(a.4)(I). The actual central administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed Party.

ii. The School shall receive a proportionate share of funding provided under the Exceptional Children's Education Act, C.R.S. §§ 22-20-101 *et seq.* ("ECEA"), calculated on a per pupil basis of identified students. Such funding shall be provided upon receipt by the District for this fiscal year and each subsequent year this Contract is in effect. For each school year of this Contract the District shall retain certain funds per funded FTE pupil at the School from the revenues provided under paragraph 7.1.(A)(i) above as determined by the District from year-to-year.

iii. The District shall also retain, as consideration for its assumption of responsibilities, the funding it receives under the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 *et seq.* ("IDEA") attributable to identified students with disabilities enrolled in the School, and the School shall receive a credit in this amount against any costs charged by the District for providing District-wide special education oversight, support and access to District-wide programs. For the years this Contract is in effect, this amount withheld for District-wide special education oversight, support and access to District-wide programs shall be determined annually as provided in the annual District purchased service agreement. In accordance with Section 112(3)(c) of the Act, within ninety (90) days after the end of each fiscal year, the District shall provide the School an itemized accounting of all the actual special education costs that the District incurred for the applicable fiscal year and the basis of any per pupil charges for special education that the District imposed for such fiscal year. The School will provide the District with evidence that special education service providers meet educational and certification or licensing requirements of State law, documentation of the nature and duration of services provided for each student with disabilities by such service providers, and other information required to complete applications for federal and State funds for students with disabilities.

For each school year of this Contract the District will withhold from funding provided to the School under paragraph 7.1(A)(i) above certain funds per funded FTE pupil at the School from the revenues provided under paragraph 7.1.(A)(i) above for District-wide Limited English Language Proficiency ("ELP") services as determined by the District from year-to-year unless the School opts out of District ELP services and assumes the

responsibility and liability for the provision of these services. Unless waived, the School agrees to utilize District-wide ELP services for the duration of this contract. For the school years this Contract is in effect, the amount withheld for District-wide ELP services will be determined annually by calculating the District's costs for providing District-wide ELP services in the District divided by the District's total student enrollment then multiplied by the School's total enrollment.

iv. It is the intent of the District that the School receive a proportionate share of funding provided by the federal and State governments for gifted and talented students based on the number of students at the School eligible for such aid, and other federal and State grant sources, to the extent that the School complies with the conditions and requirements of such grants, Applicable Law and reporting requirements under such grants.

B. Funding Calculation. The funding of that portion of the PPR paid by the District to the School shall be established based on the official student enrollment count for students enrolled in the School for each year as approved and/or accepted by the State Auditor reduced by an appropriate proportionate reduction in State equalization support as a result of legislative action. This amount shall not be increased or decreased due to any change in monthly enrollment during the year. In the event the District should, for any reason, lose the State funding allocated to any student who has withdrawn from the School, said funding shall be deducted from subsequent payments to the School.

C. Requirement for School to Be in Session. In the event the School is not operating with students in attendance by October 1 of each fiscal year, payments to the School shall cease until such time as the School is officially in session with students in attendance. If the School fails to open during any school year, those funds paid to the School prior to October 1 shall be refunded by the School to the District. The term "enrolled" as used in this provision shall be deemed to mean enrolled as of the official counting dates or periods and in accordance with the Public School Finance Act of 2025, found at C.R.S. §§ 22-54-101 *et seq*. and the Department regulations. If the State Auditor disallows counting of some of the School's students, then its funding for the following school year will be reduced by the same amount.

D. Federal Categorical Aid. Each year the District shall allocate to the School the School's proportionate share of applicable federal funding received by the District for which the School is eligible. This includes, but is not limited to, ESEA funding (e.g. Title I, Title II, Title III, Title IV, and Title V). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Department as required. District shall provide the School in writing with its formulas and calculations for determination of eligibility and amounts to be received by the School, for each applicable category of title funding. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.

E. State Categorical Aid. On or before January 15 of each year, the District shall allocate or provide services to the School equal to the School's proportionate share of applicable State categorical aid received by the District for which the School is eligible (including but not limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or

transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Department, as required, or evidence of students enrolled in the School that are eligible for such funds.

i. A proportionate share of monies generated under other federal or State categorical aid programs shall be directed to the School for each of the School's students eligible for such aid. Prior to receipt of such funds, the School shall provide the District with acceptable assurances that it will comply with various federal statutes, which assurances are required of recipients of federal funds for categorical aid. The School shall provide the District with data necessary to complete claims for such funds.

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

G. Bond and Mill Levy Funds. The district will comply with Applicable law, including C.R.S. §22-30.5-404 and 405, as amended from time to time, and C.R.S. §22-30.5-118 and C.R.S. §22-30.5-119, with regard to Bond and Mill Levy Funds.

H. School's Existing Fund Balance. It is acknowledged that the School is converting from a District option school with innovation status to a public charter school and that the School has an existing fund balance in District accounts. It is agreed that the School will have its Carry-Forward Fund Balance as of June 30, 2026 applied to its funding account, beginning with the 2026-27 fiscal year.

7.2 Disbursement of Per Pupil Revenue.

A. Disbursement of District Per Pupil Revenue Funding. Commencing on July 1 of each fiscal year of the Contract term, District PPR funding as described in Section 7.1.A shall be disbursed to the School in quarterly installments at the beginning of each quarter on July 1, October 1, January 1 and March 1, subject, however, to annual appropriation and the District's receipt of the funding. The funding for the first and second quarters, July through December, shall be based on the School's enrollment projections submitted in accordance with Section 7.4 for schools holding their funds in the District and shall be based on student enrollment as reported through the District's student information systems for schools moving their funds outside of the district.

B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: In December or January funding will be adjusted factoring in the final October one day count and adjusted per pupil funding as determined by the Department. This adjustment will be posted back to each respective quarter that has passed, and the payments made by the District to the School under Subsection A above for the remainder of the fiscal year shall be adjusted accordingly, to fully allocate such overall adjustment for the year. If the School submits enrollment projections that vary from actual enrollment by 5% or greater, the District may adjust funding based on student counts reported in the Student Information System any time prior to the final October one day count. In addition, to the extent that the District experiences any reduction or increase in State equalization support, one day count audits or other action, proportionate reductions or increases

shall be made to the School's funding. All adjustments to funding will be made by the end of the fiscal year.

C. Supplemental Allocations. The School shall not be entitled to any supplemental budget allocations from the District regardless of any unanticipated expenditures or debts.

D. Legislative Rescission. To the extent the District experiences any reduction in State equalization support by a legislative rescission or other action, proportionate reductions or additions will be made to the School's funding by adjustment or set-off by the end of the fiscal year.

7.3 Budget.

On or before June 1 of each year, the School shall submit to the District its Charter Board approved balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. Any projected changes in enrollment and adjustments in the amounts withheld by the District for special education oversight, support and access to District-wide programs and for District-wide ELP services necessitated by changes in revenue and/or expenses shall be provided by the District no later than April 1 of each year. The budget shall be prepared in accordance with the State-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved material revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. NOTE: in the event of a mid-year revision to a budget due to a variance from a prior approved budget based on a plus or minus change of 5%, the School must submit a revised budget reflecting the variance within 30 days. A "material" revision to the budget includes, but is not limited to, the School spending more than 10% of its unrestricted reserve budget.

Proposed budgets that spend down more than 10% of reserves shall include a narrative addressing 1) why reserves are being spent, 2) the duration of the reduction, and, 3) the date when the School will return to a balanced budget.

A material violation of this Section may result in District remedial intervention including, but not limited to, remedies described in C.R.S. § 22-30.5-112(8) (withholding payments).

7.4 Enrollment Projections.

The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by April 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than five percent (5%) of the official membership for the current school year. The Parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of funding pursuant to Section 7.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

7.5 TABOR Reserve.

The School's ending fund balance for each fiscal year of the term shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School will maintain a TABOR Reserve balance and ensure that balances are appropriate, in keeping with Colorado constitutional requirements and consistent with Applicable Law and District policies. If the School has an unplanned emergency that could result in borrowing or spending down the TABOR Reserve, the District Chief Financial Officer should be notified to discuss the financial issue, forecast and revised business plan.

7.6 Contracting.

The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship with a value on either one occasion or an annualized basis in excess of $2,500 entered into by the School shall include language substantially similar to the following provisions: (1) The contractor acknowledges that the School is not an agent of the District, and accordingly the contractor expressly releases the District from any and all liability under this agreement, and; (2) If such agreement extends over more than one fiscal year, the financial obligations of the School arising out of the agreement are subject to annual appropriation by the Charter Board, unless reserves have been irrevocably pledged to pay future year's obligations under such agreement.

7.7 Annual Audit and Trial Balance.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The School shall provide information required for the annual audits in accordance with the District's closing schedule and reporting deadlines, and adequate documentation to support financial information required for the audits, in a format prescribed by the auditor. A draft of the results of the audit shall be provided to the District in written form by October 15 of each year. The School shall pay for the audit. The final audit shall be provided to the District on or before November 15. If, for causes within the School's control, the audit is not provided to the District by October 15 and November 15 of each year as outlined above, it shall be considered a material breach of this Contract, and the School shall have five (5) business days, or such other time as the Parties may agree, to cure such breach. If the failure to provide the audit to the District by November 15th is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time. The School shall comply with all deadlines as set by CDE and the District. Any requests for extensions must be approved by the District.

7.8 Quarterly Reporting.

The School shall prepare quarterly financial reports for the District in compliance with C.R.S. §22-45-102(1)(b), and post required reports online pursuant to C.R.S. §22-44-301 *et seq.* Such reports shall be submitted to the District upon request or within 30 days after the end of the fiscal quarter. Year-end reports shall also be submitted on or before June 15.

7.9 Non-Commingling.

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization, including any education management provider whose services the School retains and from any other charter schools, not operating under this Charter Contract, regardless of whether such school(s) retain the services of the same education management provider.

7.10 Loans.

No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entities, without District approval, whose approval shall not be unreasonably withheld, conditioned, or delayed.

7.11 District Loans.

Schools may not borrow funds from the District without written approval from the District Board.

7.12 Outside Bank Accounts.

The School shall use the District's accounting system. Should the School plan to exit the District's financial support services or should the District choose to no longer offer accounting services, it shall notify the District charter school office at least 180 days in advance of the next fiscal year. Upon receiving such notice, the District shall actively assist the School in reaching a mutually acceptable transition plan no later than 90 days before the next fiscal year.

SECTION EIGHT: PERSONNEL

8.1 Employee Status.

A. Hiring. All employees hired by the School shall be employees of the School and not the District. All employee hiring, discipline and termination decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School. However, nothing in this provision shall be construed in a way that infringes a District teacher's employee options pursuant to C.R.S. § 22- 30.5-111(1).

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

8.2 Employee Policies.

The School shall adopt and implement personnel policies in accordance with Applicable Law to address, among other topics, hiring and termination of personnel, terms of employment, civil rights, and compensation. Terms of the employment relationship shall be described in the School's Employee Handbook.

The School shall be responsible for making all employee discipline decisions.

The School may amend or revise its Employee Handbook at its discretion. The School is encouraged to provide a current version of its Employee Handbook to the District charter school office within 10 days of Charter Board approval.

8.3 Employee Qualifications.

The School shall employ or otherwise utilize in instructional positions only those individuals who are qualified to serve in charter schools in accordance with ApplicableLaw. Paraprofessionals employed by the School shall meet all credentialing requirements applicable to charter schools imposed by Applicable law.

8.4 Affordable Care Act Covenants and Representations.

The School shall comply with the Patient Protection and Affordable Care Act ("PPACA") and its related regulations, as applicable. To the extent permitted by law, the School shall indemnify and hold the District and its board members, employees, and agents harmless from and against all damages, losses, and expenses arising out of or resulting from the School's failure to comply with PPACA and its related regulations. The School's indemnification obligation hereunder shall survive the termination of this Contract. If applicable, the School will provide a copy of the Cafeteria Plan Notice and Approval Form by September 15 each year.

8.5 PERA Membership.

All the School employees shall be members of the Public Employees Retirement Association ("PERA") and subject to its requirements. The School shall be responsible for the cost of the employer's respective share of any required contributions.

8.6 Equal Opportunity Employer.

The School affirms that, consistent with Applicable Law, it shall not discriminate against any employee in term, conditions or privileges or employment, or exclude from participation in a program or activity, denied benefits, or otherwise discriminated against on the grounds of the individual's disability, race, creed, color, national origin, sex, sexual orientation, gender expression, gender identity, pregnancy, marital status, religion, ancestry, age, genetic information, need for special education services, or any other status protected by Applicable Law ("protected status"). This statement is made in accordance with the provisions of and amendments to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act of 1967, and the Rehabilitation Act of 1973.

8.7 Employee Welfare and Safety.

The School shall comply with all District policies/regulations unless otherwise waived, and all Applicable Laws, concerning employee welfare, safety and health issues, including but not limited to the requirements of federal law for a drug-free workplace and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 *et seq.*

8.8 Employee Records.

The School shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable District policies/regulations unless otherwise waived from the same, and Applicable Laws, concerning the maintenance, retention and disclosure of employee records, including but not limited to the requirements of CORA. The School shall provide to the District the employee identification data necessary for State reporting.

8.9 Employee Conflicts of Interest.

All School employees shall comply with the District's policies and regulations, and Applicable Laws, concerning staff conflicts of interest unless otherwise waived pursuant to this Contract.

SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT

9.1 District Services.

A. Direct Costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. § 22-30.5-112(2)(b.5). If the School and the District do not reach an agreement regarding the payment of direct costs prior to the end of a fiscal year, the District may not withhold amounts for direct costs for the next fiscal year. The District shall provide an itemized accounting to the School for the direct costs incurred by the District hereunder.

B. Responsibility of School Operations. Except as is set forth in the District Purchased Services Agreement, Attachment 6, and any subsequent written agreement between the School and the District, or as may be required by law, the School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. Agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements shall be finalized by April 1 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties.

9.2 Purchased Services.

A. Responsibility of Costs. The School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services, unless the goods or services are purchased from the District.

B. Contracted Purchased Services. The Parties mutually agree that the following services shall be provided to the School by the District at a cost to be determined by dividing the cost of providing the service for the entire school district, as specified in the school district's budget, by the number of students enrolled in the school district and multiplying said amount by the number of students enrolled in the charter school: payroll, accounting, purchasing, accounts payable (but not accounts receivable), cash management and tax anticipation note interest expense, compensation and records, benefits enrollment and processing (where employee benefits are purchased from the District) and related costs for integration with the State, student data services, District communications department services, safety and security services, information technology services, connection of phones and District workstations, District-wide mandated assessments, and the ability of the School staff to participate in District staff development activities and programs on the same basis as staff employed by the District (where a fee is required for District staff, such fee shall be paid by the School). The percent of PPR charged by the District to cover the cost of the foregoing services shall be redetermined annually.

C. Amendments to Contracted Purchased Services. Should the School elect to opt out of a portion of the contracted purchased services or should the District no longer offer a portion of the services, notice shall be given by September 30 of the preceding school year and the parties will collaborate on a transition plan.

D. Optional Purchased Services. The School may purchase additional goods or services from the District. Costs and available services and materials shall be determined each year this Contract is in effect and the items elected for purchase by the School shall annually be incorporated in this Contract. Annually, when adopting its budgets, the School will commit to purchasing the services it selects from the District for the entire budget year. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in the District, unless otherwise waived in writing by the District.

9.3 Cost Adjustment.

A. Timeline for cost adjustment. Costs shall be adjusted annually by the District based upon the budget two years' prior and reconciled to actual costs within 90 days after the end of each fiscal year as required by C.R.S. §22-30.5-112(2)(a.4)(II), and any difference between the amount initially charged to the School and the actual cost shall be paid to the owed Party.

B. Negotiation for provision of services.The Parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year.

C. Litigation costs.The District will not provide or pay for legal fees, costs or judgments incurred in defense of litigation against the School except as otherwise set out herein. If the School retains an attorney for defense of special education matters covered under Section 6.9(D), above, the School shall be solely responsible for all fees and costs incurred in connection with such representation, as well as any judgment rendered against the School.

SECTION TEN: FACILITIES

10.1 School Facility.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the District with a copy of the lease, deed, closing statement or other facility agreement granting the School the right to use the same within 10 days of closing, refinancing, or leasing. The School shall comply with C.R.S. §22-32-124 to obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to any such facilities for purposes of inspecting the same.

If the School occupies a District owned facility, the School and the District will enter into a separate agreement governing the use of that facility.

If the School leases or owns other property, the School will be fully responsible for that property.

10.2 Use of District Facilities.

The School may use District facilities in accordance with District policy KF, Community Use of School Facilities.

10.3 Impracticability of Use.

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

SECTION ELEVEN: RENEWAL, TERMINATION AND DISSOLUTION

11.1 Renewal Timeline and Process.

The School shall submit its Application pursuant to the deadlines adopted in Board Policy LBD and Regulation LBD-R and in accordance with the Act. The District will comply with applicable State law in reviewing the Application.

11.2 Application Contents.

In addition to contents required by the Act, the Application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the Application shall be provided to the School by the District prior to April 1 of the year in which the application is due. Upon any modification of the format or process for renewal, the District shall timely notify the School prior to the time for such renewal process, in accordance with C.R.S. §22-30.5-110 (1.3) as amended from time to time, and any other Applicable Law.

The Application, as approved by the District Board, is incorporated into this Contract.

11.3 Criteria for Renewal or Non-Renewal and Revocation.

The District may nonrenew or revoke the charter for any of the grounds provided by State law, C.R.S. §22-30.5-110(3), as it exists now or may be amended.

11.4 Appeal Procedures.

The Charter School has the statutory right to appeal a non-renewal or revocation decision. The effective date of a decision to non-renew or revoke the School shall be on or after exhaustion or waiver of the School's opportunity to appeal to the State Board. Closure at the end of a school year is preferred. The Effective Date of a unilateral imposition of contract condition may include but shall not be limited to the date the District Board approves a contract that refuses to add a term requested by the School or adds a term objected to by the School during contract negotiations, or takes other action as described in C.R.S. §22-30.5-107.

11.5 School-Initiated Closure.

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

11.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School in coordination with the Charter Board or agent designated to conduct the dissolution; provided, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year, subject to any limitations of the terms of any facility lease or agreement. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below and 2) reassignment of students to different schools. School personnel and the Charter Board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.7 Return of Property.

In the event of termination or dissolution, after payment of all liabilities by the School, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall, after satisfaction of any debts, obligations, or liabilities of the School, be returned to the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses

to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be disposed of in accordance with the School's Articles of Incorporation.

SECTION TWELVE: GENERAL PROVISIONS

12.1 Order of Precedence.

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

12.2 Amendments.

No amendment to this Contract shall be valid unless ratified in writing by the District Board and the Charter Board and executed by authorized representatives of the Parties.

12.3 Merger.

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

12.4 Non Assignment.

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

12.5 Governing Law and Enforceability.

This Contract shall be governed and construed according to the Constitution and laws of the State. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either Party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision. The Parties agree, that upon any material changes in law that may materially impact the relationship of the Parties, the Parties shall amend this Contract to reflect such change as soon as reasonably practicable after the effective date of such change in law.

12.6 No Third-Party Beneficiary.

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

12.7 No Waiver.

The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

12.8 Notice.

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

12.9 Severability.

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

12.10 Interpretation.

A. Standard of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and District policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.
B. Business Days. As used in this Contract "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the State are closed.
C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the Parties shall have the same effect as original signatures.
D. Conflict with Exhibits**.** In the event of conflicts or inconsistencies between this Contract and the Attachments, the terms of this Contract take priority over the Attachments.

12.11 Nonreligious, Nonsectarian Status.

The educational program of the School shall be nonreligious, nonsectarian, and, consistent with Applicable Law and District policy.

12.12 Nondiscrimination.

The School shall not discriminate against any student on the basis of disability, race, creed, color, national origin, sex, sexual orientation, gender expression, gender identity, pregnancy, marital status, religion, ancestry, age, genetic information, need for special education services, or any other protected status.

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

FREE HORIZON MONTESSORI

a Colorado nonprofit corporation

By: Kristina Kibler

President

Free Horizon Montessori Board of Directors

ATTEST:

By: Lisa Smith

Secretary

Free Horizon Montessori Board of Directors

JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1

By:_____

President

Jeffco Board of Education

ATTEST:

By: Dr. Denise Echevarria

Secretary

Jeffco Board of Education

Approved as to form:

By:_____

Legal Counsel

Jeffco Board of Education

ATTACHMENTS

Attachment 1: District Board Resolution

Attachment 2: Articles of Incorporation and Bylaws

Attachment 3: State Waivers

Attachment 4: District Waivers

Attachment 5: Financial Performance Framework sample

Attachment 6: FY26 Purchased Services Agreement

Audit trail

Details

FILE NAME	Free Horizon Montessori Charter School Contract February 2026 - 2/2/26, 11:27 AM.pdf
STATUS	Signed
STATUS TIMESTAMP	2026/02/11 16:16:41 UTC

Activity

SENT	SMERKEL@jeffcoschools.us **sent** a signature request to: • Lisa Smith (lsmithfhmboard@gmail.com) • Kristina Kibler (kkiblerfhmboard@gmail.com)	2026/02/02 18:28:13 UTC
SIGNED	**Signed** by Lisa Smith (lsmithfhmboard@gmail.com)	2026/02/11 16:16:41 UTC
SIGNED	**Signed** by Kristina Kibler (kkiblerfhmboard@gmail.com)	2026/02/02 18:30 UTC
COMPLETED	This document has been signed by all signers and is **complete**	2026/02/11 16:16:41 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.