

CHARTER SCHOOL CONTRACT

THIS CHARTER SCHOOL CONTRACT, dated this 18 day of August, is made and entered by and between the BOULDER VALLEY SCHOOL DISTRICT RE-2 ("School District") and Horizons K-8 School, a charter school ("Horizons" or "Charter School").

RECITALS

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

WHEREAS, on May 6, 1996, an application was received from the Horizons Council for the transformation of Horizons from a focus school to a charter school within the School District;

WHEREAS, the School District's Board of Education ("Board") determined that the Application submitted to the School District for the formation of Horizons as a charter school complied with the purposes and requirements of the Charter School Act;

WHEREAS, on September 26, 1996, the School District conditionally granted the Application and on May 8, 1997, approved a Charter School Contract for a three-year term;

WHEREAS, Horizons has timely filed applications for renewal in 2000, 2005, 2010, 2020, and 2022;

WHEREAS, pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to 120 (the "Act"), the Board received a Renewal Application ("Renewal Application") (attached as Exhibit A) from Horizons Charter School for a renewal to commence as of July 1, 2026 in accordance with the School District's Board Policy LBD;

WHEREAS, the Board has thoroughly considered the Renewal Application, the relevant law, Board Policy, the Site Visit Summary, and the Summative Renewal Report; and,

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

NOW THEREFORE, BE IT RESOLVED the Board finds it in the best interests of the students, School District, and community pursuant to Colorado law to approve the Renewal Application (see also Board Resolution attached as Exhibit B) .

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

AGREEMENT

1. Mission Statement. The statement contained in the Charter School's Application, and carried through subsequent annual reports is accepted by the School District.
2. Nonprofit Corporation. The Charter School and the School District recognize and acknowledge that the Charter School is a Nonprofit Corporation, with rights and authority to enter into contracts and to acquire rights in real property on its own behalf, pursuant to § 7-121-101, *et seq.*, C.R.S., subject to the provisions of the Act, other applicable laws, and this Charter School Contract.

Educational Programming

3. Goals, Objectives, and Pupil Performance Standards. The goals and objectives set forth in the Goals and Objectives Section of the Renewal Application and the pupil performance standards set forth in the Educational Program and Standards Section of the Renewal Application are accepted by the School District, as amended by this Contract, and subject to the conditions set forth below.
4. Student Attendance, Conduct, and Discipline. Unless Charter School adopts its own set of written policies that are approved by the School District, Charter School shall comply with and enforce all Board-approved policies and regulations concerning student attendance, student conduct, and discipline. Such policies and regulations will be administered and executed by Charter School's administration.

Charter School may adopt its own set of written policies concerning student conduct and student discipline and shall be granted a waiver from corresponding School District policies as long as the developed policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student. Unless services are purchased from the School District, any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of Charter School. Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the School District as Charter School will purchase such services from the School District as part of the Purchased Services set forth in this Contract and Exhibit D.

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

accomplished by Charter School' administration.

6. Accountability and Accreditation. Charter School shall operate under the auspices of, and be accountable to, the School District and the Board, and shall be subject to all Board-approved policies and regulations ("Board Policy(ies)" or "School District Policy(ies)"), unless specifically waived. Administration and execution of such policies and regulations will be accomplished by Charter School's administration. Charter School shall comply with the educational accountability provisions of Colorado and federal law, and the terms of any Accreditation Contract between the School District and the State Board. Charter School shall participate, including providing information, in the School District's Annual Performance Review (APR) for School District charter schools as set forth in Board Policy LBD and LBD-R.

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

7. Community Support. The Board finds that sufficient support exists for the continuation of Charter School as a charter school.
8. Statement of Need. The Board has determined that the Statement of Need Section of the original Application and ongoing enrollment sufficiently establishes a continuing need for educational choice within the School District and that Charter School's program meets that need in a manner that promotes the best interests of the Charter School's school community.
9. Educational Program and Pupil Performance Standards. The educational program and pupil performance standards set forth in the Educational Program and Standards Section of the Renewal Application are accepted, as amended, and subject to the conditions set forth below. Charter School's educational program does not include an on-line program, pursuant to C.R.S. § 22-30.7-101 and other Colorado law, and such a program will not be implemented by Charter School without additional advance Board approval. This language does not limit Charter School's ability to serve students remotely when required by health and safety protocols.

Charter School agrees to coordinate with the School District's leadership as part of annual planning before the school year begins to assure that the school calendar and instructional time satisfy state and federal requirements.
10. Curriculum. The Charter School's curriculum and instructional programs, as reviewed by the Board and contained within its Renewal Application, are confirmed and approved, subject to amendment from time to time by Charter School, with Board approval for any

significant and material changes, and as may be required by applicable Board policies.

Charter School shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law, including, without limitation, requirements regarding content standards. By August 1 of each year, Charter School will have available and provide to the School District upon request a summary of its yearly curriculum plan for the ensuing school year in order to determine that the plan is consistent with the Charter School's Charter Contract. Prior to commencement of instructional programs in Charter School based on a materially modified curriculum or program delivery system, Charter School shall provide evidence reasonably acceptable to the School District of the complete scope and sequence of such program of instruction. The intent of this requirement is to ensure that students of Charter School continue to have sound educational foundations that meet or exceed state-approved content standards for applicable courses. Charter School's courses shall also meet or exceed the content standards of the School District, as approved from time to time by the Board of Education.

Horizons commits to align with the School District's achievement data collection, including disaggregation across student groups, and strategic plans to increase academic growth with annual updates as part of the Charter School Performance Review process. Charter School agrees to use the School District's communication materials to encourage testing participation

Charter School agrees to comply with all federal and state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education, including, without limitation, instruction in the areas of state and federal history and civil government, C.R.S. § 22-1-104; honor and use of the United States Flag, C.R.S. § 22-1-106; the federal Constitution, C.R.S. § 22-1-108; and the effect of use of alcohol and controlled substances, C.R.S. § 22-1-110.

11. Nonreligious, Nonsectarian Status. The educational program of Charter School shall be nonreligious, nonsectarian, and consistent with applicable law and School District policy.
12. Enrollment. Enrollment shall be open to any child who resides within the School District and to any child who resides outside the School District subject to compliance with Colorado open enrollment statutes and other applicable federal and state law, Board policy, and this Contract.

Charter School may modify its enrollment policy to the extent necessary to comply with the federal requirements for receiving certain federal grants, including without limitation the Charter School Facility Assistance Program, with the Board's approval. If any modifications to the enrollment policy result in a conflict with BVSD Board Policy on open enrollment, then Charter School's proposed Policy shall be considered by the BVSD Board through the Board's waiver process. Denial of admission shall be handled consistent with state law, this Contract, and School District Policy.

The School District and Charter School agree that, for the term of this Contract, Charter School's total funded enrollment shall be established on an annual basis consistent with Colorado law. Prior to May 1 of each year, Charter School shall determine the desired number of students ("Student Target") to be enrolled at Charter School for the following school year. The Student Target for any year may not exceed the capacity of the School's facility and site.

At this time, Charter School's total funded enrollment shall be no greater than 380 full-time equivalent students ("Student FTEs"). This limitation on the number of enrolled and funded students is based on the current capacity of Charter School's facilities and site.

13. Enrollment Window. Charter School may enroll students up to the opening date of the enrollment count "window," as designated by the Colorado Department of Education and consistent with the provisions of the Colorado Public School Finance Act or successor act ("Finance Act"), for purposes of determining eligibility for funding and may enroll students who will not be eligible for funding at any time thereafter up to the applicable enrollment capacities. Should Charter School's enrollment drop below its Student Target during any school year, Charter School may accept students from its wait list to fill available positions in order to stay as close as possible to the enrollment capacities, so long as Charter School coordinates the acceptance of such additional students in advance with the Superintendent or designee.
14. Nondiscriminatory Admissions. Charter School shall ensure a nondiscriminatory admissions and enrollment process. Students shall be considered for admission into Charter School pursuant to the School District's open enrollment procedures and eligibility criteria for admission into school programs and in all cases without regard to disability, race, creed, color, sex, sexual orientation, gender identity or expression, national origin, immigration/citizenship status, religion, ancestry, family compositions, or physical characteristics. Denial of admission shall be handled consistent with state and federal law and School District policy and regulation.

Following admission, pursuant to Colorado State Board of Education Rules, Charter School and the School District shall determine whether a student has been identified as eligible for special education and related services under the Individuals with Disabilities Education Act ("IDEA"). If so, the parties shall obtain a copy of the student's individualized education program ("IEP"). A properly constituted staffing team shall be convened to determine whether Charter School can offer the student a free appropriate public education (FAPE) under federal and state law. If the staffing team is unsure or does not believe Charter School is the appropriate setting for the student to receive an offer of FAPE, then a properly constituted IEP team meeting, including an invitation to the parents, shall be held to determine an offer of FAPE.

15. Education of Students with Disabilities. Charter School agrees to comply with all Board-approved policies and regulations and the requirements of federal and state law concerning the education of children with disabilities by providing special education and related services.

Consistent with the Boulder Valley School District Board's priority of achieving demographic parity in enrollment, Charter School will purchase special education services as Purchased Services, including "Central" and "School" programs as identified on Exhibit D ("Special Education Costs") and described in Exhibit G. The per-pupil costs for Special Education Costs will be calculated by adding the School District's total costs for providing special education services in the School District for Central and School programs divided by the School District's total enrollment; then, the District will credit the Charter School an amount to reduce the cost for "School" programs in proportion to the Charter School's December Count enrollment in specified categories (i.e. eligibility categories and funding categories (Tier A and Tier B)), reflected as a percentage of total enrollment, as it compares to the School District's December Count enrollment percentage in those categories ("SPED Proportional Rate"), as further illustrated in Exhibit D. The Charter School will receive a credit for funding received by the District for Special Education students (i.e. Tier A and Tier B funding) at the SPED Proportional Rate. Charter School will receive, as a credit against such Special Education Costs, a proportionate share of any actual and received excess costs for non-resident students.

Charter School's responsibilities include identifying its own special education staffing needs, hiring qualified staff members, and ensuring that IEP requirements are fulfilled with fidelity, except for those services to be provided by the School District ("Charter School Special Education Services"). The School District's responsibilities include providing oversight to ensure legal compliance and support as needed, as well as delivering certain purchased special education and related services, including Special Services Providers, as outlined in Exhibit G and Exhibit D ("School District Special Education Services").

As part of its compliance oversight, the School District will collaborate with the Charter School to provide system training and to address individual student concerns. In 2026-2027, the School District will provide training to Horizons general and special education staff regarding procedural and substantive obligations under IDEA and Section 504, including proper meeting procedures and the obligations to implement accommodations in general education. Both the School District and Charter School acknowledge that the Charter Schools' governance model does not alter requirements of state and federal law regarding IEP and Section 504 meetings. Also, the School District will invite the Charter School Special Education staff to participate at no cost in the School District's trainings offered to BVSD staff.

Charter School shall remain solely responsible for the costs of providing those services required under all IEPs for students at Charter School and those that are typically provided by general classroom teachers through the typical classroom program, including without limitation, the cost of the classroom teacher, typical classroom supplies, and services and supplies generally made available to all students. Charter School shall be responsible for ensuring that its employees properly carry out the applicable requirements of each IEP.

To the extent that special education and related services required to make an offer of FAPE pursuant to a student's IEP cannot be provided in the Charter School setting, the School

District will ensure a FAPE is offered in a manner consistent with its approach for other schools of the School District, in consideration of the other funding provisions in this contract.

If Charter School and the School District determine that a non-resident student requires transportation as a related service, Charter School shall be solely responsible for arranging for the financing and provision of said services.

In the event of a disagreement between Charter School and the School District as to any and all aspects of the acceptance, placement, or education of a student with disabilities, the School District's Director of Special Education, after consultation with Charter School's leader, shall make the final decision, which shall not be subject to dispute resolution under this Contract.

16. Section 504. Charter 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 protections under that law. Charter School shall comply with its obligations by identifying a Section 504 Coordinator for the school who shall participate in any mandatory Section 504 trainings (at no cost) provided by the School District, by developing a written Section 504 plan for any student eligible for such a plan, and complying with all other requirements of Section 504.
17. Education of English Language Learners. Charter School agrees to comply with School District Policies and the requirements of federal and state law concerning the education of children who are multi language or English language learners (MLL or ELL). Consistent with the Boulder Valley School District Board's priority of achieving demographic parity in enrollment, Charter School will purchase as a Purchased Service ELL services, including "Central" and "School" programs as identified on Exhibit D ("ELL/MLL Costs") and described in Exhibit G. The per-pupil costs for ELL/MLL Costs will be calculated by adding the School District's total costs for providing ELL/MLL services in the School District for Central and School programs divided by the School District's total enrollment. The School District will credit the Charter School an amount for "School" programs in proportion to the Charter School's October Count ELL enrollment in specified categories that receive funding through CDE (i.e. NEP, LEP, and Years 1 and 2 monitoring), reflected as a percentage of total enrollment, as it compares to the School District's October Count enrollment percentage in that category ("MLL/ELL Proportional Rate"), all as further illustrated in Exhibit D. The Charter School will receive a credit for funding received by the District for ELL/MLL students at the MLL/ELL Proportional Rate.

Charter School will provide appropriate MLL/ELL services directly to Charter School students ("Charter School MLL/ELL Services") with oversight and certain centralized services, including eligibility testing and any federal, state and local reporting, being provided by the School District as outlined in Exhibits G and D ("School District MLL/ELL Services"). The School District will also invite the Charter School's ELL staff to participate at no cost in the School District's trainings offered to BVSD staff.
18. Education of Gifted and Talented Learners. Charter School agrees to comply with applicable School District Policies and the requirements of federal and state law concerning

the education of children who are Gifted and Talented (“GT”) Learners. Charter School shall comply with this obligation by, in part, contracting with the School District to provide the GT Services, as described in Exhibit G and D, (“School District GT Services”) during the term of this Contract. Except for those services to be provided as School District GT Services, the Charter School shall remain solely responsible for delivery and funding of all instructional services for GT students at Charter School, including without limitation, the cost of the classroom teacher or instructional personnel, instructional supplies, and services and supplies generally made available to all students.

19. Transportation. The School District and Charter School acknowledge and agree that transportation will not be provided to students attending Charter School. If Charter School subsequently determines to provide transportation during the term of this Contract, Charter School may contract with the School District for transportation services at cost to the extent the School District has capacity, by separate written agreement as an addendum to this Contract. To the extent Charter School offers transportation services and incurs reimbursable expenses in accordance with CDE outside of the School District, Charter School is free to seek reimbursement directly from CDE and/or other funds that may be available under federal or state law.

Financials and Record Keeping

20. Tuition and Fees. Tuition may not be charged to resident or nonresident students other than for optional before- and after-school programs, intersession programs, pre- school programs, summer programs, or extended kindergarten programs administered by Charter School. Student fees may be charged by Charter School so long as such fees are in accordance with applicable Colorado law and regulations including, but not limited to, the provisions of C.R.S. §§ 22-32-110(1)(o) and (p) and 22-32-117, and Board policy and regulations. Charter School shall provide to the School District a schedule of all proposed fees for the ensuing year by May 1 of each year.
21. Fee Waivers. Charter School shall waive all fees for students on the basis of need in accordance with Board policy and applicable federal and state law. If requested by the School District, Charter School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, Charter School shall include notification of the policy of waiver of fees for students.
22. Cross-enrollment. Charter School students may apply for enrollment in individual classes at School District comprehensive high schools on the same basis as students from other School District middle schools including, without limitation, satisfying any prerequisites and space permitting. For up to five (5) students cross-enrolled who have been included in the funded pupil count, the Charter School shall reimburse the School District per class at the rate currently charged by BVSD’s tuition-based online program. If the Charter School anticipates sending more students for cross-enrollment, the School District and Charter School shall determine timely whether a section/class needs to be added and will negotiate the actual associated cost of adding a section/class to the School to accommodate the Charter School’s students who wish to enroll.

23. Extracurricular Activities. Charter School students may try out for nonacademic activities at other schools in the School District, typically at the school they would have attended based upon their residence, provided that the prerequisites for participation are met. Where such participation requires payment of a fee, the Charter School student or Charter School (as determined by Charter School) shall be responsible for payment of the fee that shall be equal to 100 percent of the fee amount the school of participation would charge an enrolled student to participate in the activity.
24. Evaluation of Pupil Performance and Procedures for Corrective Action. The Board accepts Charter School's methods for evaluating pupil performance as contained in the Plan for Evaluating Student Performance Section of the Renewal Application. The Board of Education accepts Charter School's proposal for the use of multiple tools for assessment of student performance that shall include, but not be limited to, administration of interim standardized achievement tests throughout the school year (i.e. NWEA or similar) and providing results to the School District broken down by subgroup. Charter School agrees to cooperate with School District administrators to coordinate testing and the reporting of test data with the School District's statistical reporting needs and to implement any testing requirements and assessments that may be required to meet the School District's obligations under the provisions of Colorado and federal law. Charter School shall pay to the School District the pro-rata costs associated with all such tests and assessments such as, but not limited to, the cost of test booklets and scoring and tabulating results. Charter School will use the School District's communications and messaging to encourage its students to participate in state testing.
25. Economic Plan, Budget, and Annual Audit. The provisions of this Contract shall supersede and control over any conflicting language concerning budget and funding contained in the Renewal Application or any other document.
26. Funding. Subject to the provisions of this Contract including, without limitation, School District Central Administrative Overhead and Purchased Services costs, and so long as Charter School is a School District authorized charter school, the School District shall provide funding for each funded student ("Student FTE") enrolled in Charter School during each fiscal year of the term of the Charter as follows:
- a. 100 percent of the Charter School per pupil revenues ("PPR"), as defined by the Colorado Public School Finance Act and that shall include per pupil amounts allocated by the General Assembly under Article IX, Section 17 of the Colorado Constitution ("Amendment 23") and as required by C.R.S. § 22-30.5-112(2)(a)(III)(B), as amended from time to time; and,
 - b. local mill levy revenue pursuant to the School District's then applicable House Bill 17-1375 Plan. Currently, per Board Resolution 18-21, House Bill 17-1375 Plan Relating to the Distribution of Local Mill Levy Override Revenue, adopted June 12, 2018 provides:
[T]he School District will ensure compliance with House Bill 17-1375 by distributing additional MLO revenue to each charter school authorized by the School District at a rate of 95% of the School District's additional MLO revenue (to the extent the language of

voter approval permits) divided by the district-wide certified Funded Pupil Count multiplied by each charter school's certified Funded Pupil Count for the budget year.

- c. The term "enrolled" as used in this Contract shall be deemed to mean enrolled as of the counting dates or periods and in accordance with the requirements of the Colorado School Finance Act and CDE regulations.
- d. The term "Central Administrative Overhead" as used in this Contract shall be deemed to mean those costs defined by Colorado statute, currently as "indirect costs incurred in providing: (A) Services listed under the heading of support services -- general administration in the school district chart of accounts as specified by rule of the state board; and (B) Salaries and benefits for administrative job classifications listed under the headings of support services -- business and support services --central in the school district chart of accounts as specified by rule of the state board." C.R.S. 22-30.5-112(2)(a.5). This term also includes any costs authorized by applicable rule or case law.
- e. The term "Purchased Services" as used in this Contract shall be deemed to mean those costs defined by Colorado statute, currently as those services for which "the charter school, at its discretion, may contract with the school district for the direct purchase of district services in addition to those included in central administrative overhead costs, including but not limited to food services, custodial services, maintenance, curriculum, media services, and libraries." C.R.S. 22-30.5-112(2)(b). This term also includes any costs authorized by applicable rule or case law. Except as otherwise established by this Contract, the amount to be paid for Purchased Services shall be determined as required by law, currently by dividing the cost of providing the service for the entire School District, as specified in the School District's budget, by the number of students enrolled in the School District and multiplying said amount by the number of students enrolled in the Charter School.
- f. The term "Direct Costs" as used in this Contract shall be deemed to mean those costs defined by Colorado law, currently as "the direct costs incurred by a school district solely for the purpose of reviewing charter applications, negotiating the charter contract, and providing direct oversight to charter schools, [except it] shall not include the school district's legal or other costs attributable to litigation or the resolution of a dispute with a charter school." C.R.S. 22-30.5-112(2)(b.5). This term also includes any costs authorized by applicable rule or case law.
- g. The School and the School District agree to negotiate payment to the School District of the School's share of the direct costs incurred by the School District for charter schools as required by law, currently pursuant to C.R.S. § 22-30.5-112(2)(b.5) that provides, "If the School and the District "do not reach an agreement regarding the payment of direct costs, the school district shall be barred from withholding... any moneys as reimbursement for direct costs", unless authorized by law. The School District shall provide an itemized accounting to the School for the direct costs incurred by the School District. This term also includes any costs authorized by applicable rule or case law.
- h. The "School District Services" as used in this Contract shall mean, collectively, the School District ELL/MLL Services, School District Special Education Services, School District GT Services, and those services provided by the School District to

Charter School in connection with the Central Administrative Overhead, Purchased Services, and Direct Costs. Exhibit G includes department listings and descriptions of School District Services. These attachments are intended as guidance that is updated regularly to reflect changes in law and practice, and do not create independent enforceable terms of this contract.

So long as Charter School is not in material breach of this Contract, any funding provided by the School District will be made available to Charter School throughout the year consistent with the School District's procedures for its other schools, commencing on July 1 in each year of the Charter, subject to enrollment capacity, adjustments, deductions, or purchased services as provided in this Contract. The funding on July 1 will be based on the approved Proposed Budget for that year. Funding will be adjusted after the approval of the Revised Budget to reflect budgeted transfers. Funding again will be adjusted after the official October count. When adjustments in funding are made, based upon these enrollment count dates, any increases or decreases shall apply to the total school year but shall be spread over the remaining months of the fiscal year.

To the extent the School District experiences any reduction or receives any increase in state equalization support by state audit attributable to Charter School's enrollments or a legislative rescission or a modification to per pupil equalization funding, proportionate reductions or increases will be made to Charter School's funding by adjustment or set off in subsequent months. Adjustments will be accomplished by the School District upon thirty days' prior written notice that will include a reasonable explanation and accounting of the adjustment. Further, if any significant alteration is made to the Finance Act, the parties shall reexamine and renegotiate in good faith the funding of Charter School to take into consideration the changes in the Finance Act.

27. Applications for Additional Aid. With respect to categorical programs other than special education, ELL, and ELPA, Charter School may apply for state and federal funding, if any, to the extent that Charter School is serving students who are eligible for such aid, complies with the conditions and requirements of such programs and applicable law, fulfills the reporting requirements under such programs, and is not receiving services under such programs from the School District.
28. Facility Use. The School District agrees to provide a facility for Charter School as set forth in Exhibit I.
29. Bond Participation. Requests by Charter School to fund any necessary additional capital construction projects through ballot questions for approval of bonded indebtedness and/or a special mill levy shall be submitted in writing (with a capital construction plan as specified in C.R.S. § 22-30.5-404(3) and other supporting documentation) to the School District as far in advance of the November election date as possible, and such requests shall be considered and action shall be taken in accordance with governing law. As provided in the Act, funding to Charter School under this Contract shall be reduced by the amount of any direct payments of principal and interest due on any bonds that may be issued on behalf of Charter School by a governmental entity other than the School District for the purpose of

financing capital construction that were made by the State Treasurer or the School District on behalf of Charter School, plus administrative costs associated with the making of such direct payments.

30. Fund Balance. By June 30, of each year during the term of the charter, Charter School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR" or "TABOR Reserve").
31. Budget. Charter School's annual budget will comply with applicable law and is subject to the following:
- a. Charter School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services and the cost of certain Purchased Services and allocated Direct Costs of the School District as set forth in Exhibit D. The services identified on Exhibit D shall be provided to Charter School by the School District and purchased and paid for by Charter School to the School District during the term of this contract at substantially the same level as provided for other School District schools or as otherwise provided in this Contract. Within 90 days of the close of the fiscal year, costs of Purchased Services and Central Administrative Overhead charges and Direct Costs shall be reconciled annually to actual costs, with any difference between the amount initially charged and the actual cost paid to the owed party.
 - b. The parties shall negotiate optional services as appropriate, including annually. Charter School shall inform the School District by no later than May 15 of each year of the Optional Services, as shown in Exhibit D, it intends to purchase for the following fiscal year, with a final commitment to purchase by June 1. If Charter School does not purchase optional services, it shall be responsible for performing those activities or services itself in the same manner as is required by law and by other schools in the School District, unless otherwise waived in writing by the Superintendent or designee. The School District shall provide Charter School with access to projected service rates for services by May 1. In some cases, initiating receipt of a new purchased service may require more lead time and may require additional start-up work and related costs. Exhibits D and G (non-binding) include a detailed description of each service and allocated cost charges together with cost estimates provided by the School District for the 2026-2027 fiscal year. These will be adjusted annually to reflect budgeted costs for each fiscal year.
 - c. On or before April 1 and September 1 of each year, Charter School shall identify the total Student FTEs who have enrolled. By May 1 of each year, Charter School shall provide to the Board its proposed budget for the upcoming fiscal year based upon the Student Target established by Charter School in this Contract. The projected Charter School budget, when incorporated into the School District's budget and accepted by the Board for each fiscal year, will be incorporated into this Contract as an exhibit, and will be subject to adjustment based upon current state funding data as it becomes available during the budget adoption process. The budget format

used by Charter School shall be consistent with the requirements of applicable Colorado law. The budget may be modified prior to October 1 of each year so long as it continues to present a sound financial plan, consistent with this Contract and state law, to provide the instructional services represented by Charter School. Any modified budget shall be approved by the Charter School's Board and submitted to the Superintendent or designee.

32. Financial Records. Charter School agrees to establish, maintain, and retain appropriate financial records in accordance with all applicable federal, state, and local laws, rules, and regulations, and make such records available to the School District, as requested, from time to time; provided that, for those services that the School District agrees to perform under this Contract, the School District will maintain and make available such records. Charter School shall similarly make the records (except the personnel files) of any of its supporting I.R.C. § 501(c)(3) organizations available to the School District upon request.
33. Financial Reports. Charter School shall be responsible for confirming with the School District on a reasonable schedule the Charter School's written revenue and expenditure reports with comparisons to budget and, on an annual basis, a financial statement that reports the costs of administration, instruction, and other spending categories, consistent with the format required by state law. End of year reports and any required audit financial information shall be sent electronically to the School District as reasonably requested.
34. Gifts, Donations, & Fundraising. All cash gifts or donations and all gifts or donations of property, having a reasonable value in excess of \$10,000, shall be reported by Charter School to the School District by recording the same in the required financial records. Charter School shall report to the Board of Education within fourteen days the acceptance of any gift or donation in excess of \$10,000 and shall obtain the prior approval of the Board of Education for any grant and any gift or donation that would involve any condition or obligation on the part of the School District. Grants and gifts to Charter School and Charter School's fund raising activities shall be consistent with federal and state law and School District policies, unless otherwise approved by the Board of Education, but will not affect funding by the School District pursuant to this Contract. All non-consumable grants, gifts, and donations given to Charter School shall be considered the property of the Charter School, unless otherwise provided in writing by the donor.
35. Bidding Requirements. Unless purchased from or through the School District, and except insofar as necessary to receive and administer the BEST Construction Award, contractual services and purchases of supplies, materials, and equipment shall be procured through a system of competitive bidding, as required by Board policy, unless waived, and applicable state and federal law.
36. Annual Audit. Charter School agrees to cooperate in an independent, outside audit by a certified public accountant of its and, if required by the School District, its supporting organizations' financial and administrative operations on an annual basis.

The Charter School's audit shall be performed by the School District's independent auditors in conjunction with the audit of the School District itself. The results of the audit shall be provided to the School District in written form within the same statutory time limits required of the School District and shall be published and posted as required by law. Any cost associated with the audit of Charter School (but not of its supporting organizations) are the responsibility of Charter School. Charter School's proportional cost of the School District's audit is included in the amount designated on Exhibit D. In the event that Charter School does not provide a draft audit to the School District by September 15th of each year, then, unless the failure is of no fault of the Charter School, the School District will issue a Notice of Concern and allow Charter School five business days to cure before Charter School will be in material breach of Contract. If Charter School does not cure the breach within the five-day period, Charter School will be responsible for any additional costs incurred by BVSD in addressing the breach.

Governance and Operations

37. Governance and Operation. The provisions of the Charter School Bylaws concerning the nature and extent of parental, professional educator, and community involvement in the governance and operation of Charter School is accepted by the School District to the extent permissible under federal and state law and subject to all conditions of this Contract and to the policies and regulations of the School District, as amended and adopted from time to time (except to the extent waived by the Board as provided in this Contract). In addition, the governance and operation of Charter School shall conform to the following requirements:
- a. Conflict of Interest. Members of the Charter School Board of Directors and other committees of Charter School shall comply with applicable state law and Board policies and regulations regarding ethics and conflict of interest.
 - b. Nonreligious, Nonsectarian Status. Charter School agrees that it shall operate, in all respects, as a nonsectarian, nonreligious, non-home-based public school. Charter School shall not be affiliated with any nonpublic sectarian school or religious organization. Negotiation by Charter School of an occupancy lease from a religious institution shall not be construed as affiliation.
 - c. Commitment to Nondiscrimination. Charter School shall comply with all applicable federal, state, and local laws, rules, and regulations and School District policies, prohibiting discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity or expression, national origin, immigration/citizenship status, religion, ancestry, family compositions, or physical characteristics.
 - d. Accountability Committee. The Charter School's School Accountability Committee (SAC) shall serve as the school advisory council and, unless otherwise determined by the School District to be exempt, shall have a composition of members consistent with the requirements of Colorado law

that will participate in the accountability process in accordance with Board policy and state law.

- e. Open Meetings and Open Records Laws. Charter School acknowledges and agrees that it is subject to the provisions of the Colorado Open Meetings Law and the Colorado Open Records Act, and that it will comply with the provisions of such laws in connection with all of its activities. Public notice of all regular and special meetings of the Charter School Board of Directors shall be given and posted in accordance with law. Minutes and records will be maintained and available. All records created and maintained in accordance with the provisions of this Contract, Board policy, and federal and state law shall be open to inspection by the School District and as required by Colorado law.
- f. Operational Powers. Subject to the conditions and provisions of this Contract, and pursuant to the provisions of the Charter School Bylaws, Charter School shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenues derived by Charter School consistent with law.

Charter School shall have authority to exercise independently, also consistent with federal and state law, the following powers (including such other powers as provided for elsewhere in this Contract and in the Charter School Bylaws to the extent consistent with this Contract): purchase goods and services in accordance with law and Board policy; prepare a proposed budget; select personnel and determine their compensation; procure insurance at its expense; purchase, lease, or rent furniture, equipment, supplies, facilities, and transportation; retain fees collected from students in accordance with law; and accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract.

Unless otherwise agreed in writing by the School District, Charter School shall not have the authority to enter into a contract or subcontract for the management or delivery of all or substantially all of its instructional program or services by any person or entity that is not a teacher or administrator employed directly by Charter School itself or the School District. This provision shall not prevent Charter School from engaging independent contractors to provide services that do not include all or substantially all of the management or delivery of the Charter School's instructional program, including without limitation contracting with independent contractors to teach selected, specific classes from time to time, as needed.

- g. Independence in Dealing. Charter School shall clearly indicate to vendors and other entities and individuals outside the School District with which or with whom Charter School desires to transact business that the obligations of Charter School under any agreement are solely the responsibility of Charter

School and are not the responsibility of the School District.

- h. TABOR. Charter School shall comply with applicable provisions of TABOR. Charter School shall not have any authority to enter into any agreement or make any commitment that gives rise to a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever on the part of Charter School or the School District without the prior express written consent of the School District.

38. Complaint Process. Charter School shall keep in force a process, approved by the School District, for resolving public complaints, including complaints regarding curriculum, that provides an opportunity to be heard and an appeal process similar to current School District policies and procedures, except that the final administrative appeal shall be heard by the Charter School Board of Directors, or its designees, rather than the Board of Education of the School District. To address concerns about ensuring a clearly defined and communicated process for managing student, staff, or community complaints or grievances and to ensure that any concerns regarding potential conflicts of interest (i.e. staff persons being involved in reviewing complaints regarding their supervisors or similar), the Charter School agrees to provide clear steps to its complaint processes before the opening of the 2026-2027 school year and to revise any policies to address any concerns regarding potential conflicts of interest related to the unique governance structure of the school.

39. Records. Charter School agrees to comply with all record keeping requirements of the Board and/or federal or state law and shall provide any reports, as necessary, to meet the School District's reporting obligations to the State Board, Colorado Department of Education, and U.S. Department of Education.

Charter School shall comply with all Board-approved policies and regulations, and applicable federal and state laws, concerning the maintenance, retention, and disclosure of student records, including, without limitation, the Colorado Public Records Law, C.R.S. §§ 24-72-204 et seq., and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g. The Board, its Superintendent, and their designees (whom the School District has determined to have legitimate educational interests) shall have access to all student records of Charter School in the same manner as they would have access to the records of any other public school in the District. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance and standardized test results, and documentation required under federal and state law regarding the education of students with disabilities.

40. Waivers. The Board will approve waivers from certain Board-approved policies and regulations ("Board Policies") when Charter School demonstrates that: 1) any such policy would materially interfere with essential elements of Charter School's educational program; 2) the Charter School has a plan to comply with the intent of the statute, rule, or policy for which waiver is requested; and, 3) the Charter School has an acceptable replacement policy. The existing agreed upon waivers from Board Policies are set forth in attached Exhibit F. Unless a specific waiver is obtained,

Charter School shall comply with all Board Policies and regulations and shall administer and execute such policies and regulations by its own administration and Board.

Charter School agrees to comply with future School District-approved Board Policies and regulations, unless waived. School District agrees to provide notice to the Charter School of any material changes being proposed the Board Policies before the Board meeting at which those changes will be discussed through the Board's public agenda process. All School District-approved Board Policy and regulation changes will be available to Charter School when made available to other schools within the School District and in the same manner, including through the Board's public agenda process.

Waivers of Board Policies may be granted only to the extent permitted by state law. In the event the Board Policy or regulation from which Charter School seeks a waiver is required by state law, or where Charter School otherwise requests release or waiver from a state law or regulation, the School District agrees to jointly request such a waiver from the State Board of Education, if the School District's Board first approves the request. The waivers from state statutory requirements are attached as Exhibit H.

Further waivers from specific Board Policies or regulations and/or state law may be requested by Charter School by submitting such a request, in writing, to the School District's Superintendent (or designee). The Superintendent shall have thirty school days (or, if submitted during the months of June, July, or August, sixty business days) to review the request and then will either reject the request or present the matter to the Board at its next regular meeting. The Board shall have an additional thirty-calendar days to consider the matter prior to rendering a decision after it has been presented by the Superintendent. The request shall include the reasons for the requested waiver and the alternative or substitute policies proposed, if any.

Charter School shall, prior to implementation, furnish to the Superintendent or designee copies of all material revisions to written policies or procedures it may develop with respect to any matter relating to its operations and educational program upon adoption of such policies by the Charter School Board of Directors or by the body designated with such authority in Charter School's bylaws.

Employment and Personnel

41. Employment Matters. Charter School will address employment matters as subject to the other provisions of this Contract and the following conditions:
 - a. Hiring of Personnel. Charter School may select its personnel directly without prior authorization from the Board, subject to compliance with all federal and state rules and regulations, including but not limited to requirements concerning the recruitment of applicants, the use of background and criminal checks, and certification and/or licensing requirements for teachers and the principal, except as may be waived by the State Board.
 - b. Employment Agreements. Charter School will develop its own employment

agreements and terms and conditions of employment and assure that proper documentation exists in accordance with applicable law. All employees hired by the Charter School shall be employees of the Charter School and not the School District. The School District shall have no obligation to employ Charter School employees who are released or leave the School.

- c. Employee Compensation, Evaluation, and Discipline. Charter School will make all decisions related to compensation, evaluation, and discipline in accordance with the Charter School's policies and procedures, subject to compliance with all applicable state rules and regulations, unless specific waivers are obtained from the State Board of Education.
- d. Employee Evaluation. The supervision and evaluation of the teaching staff within Charter School will be carried out as set forth in the Charter School Bylaws or other policies; provided, however, that all such evaluations shall be conducted or supervised by a person who has satisfied state evaluator training requirements, unless a waiver of state requirements is obtained by the School District and Charter School.
- e. Head of School Evaluation. Charter School shall be responsible for annually evaluating the performance of the School's Head of School pursuant to the Charter School Bylaws or other policies. The written results of such evaluation and the evaluation report shall be submitted to the Superintendent on or before July 1 of each year for review. It is agreed that the Head of School shall at all times possess a valid Colorado certificate or license to teach, issued by the Colorado Department of Education unless a waiver of state requirements is obtained by the School District and Charter School.
- f. Termination. Pursuant to the Charter School policies and practices, Charter School may terminate the employment of any personnel so long as such employees are not terminated for constitutionally or otherwise legally impermissible reasons.
- g. Notification of Discipline. Charter School shall notify the School District and other appropriate authorities, in accordance with state law, of discipline of employees at Charter School arising from misconduct or behavior that may have resulted in harm to students or others or that constituted violations of law or policy.
- h. Charter School Employment Policies. Charter School shall adopt its own written policies in compliance with federal and state law, concerning the recruitment, promotion, discipline, and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. School District policies shall remain in effect, unless already waived, until the adoption by the Charter School Board of Directors of policies regarding these matters that are in compliance with applicable law and approved by the School District.

42. Benefits. Charter School shall determine the employee benefits it shall provide to its teachers and leadership. To the extent Charter School elects to receive payroll processing and insurance benefit services through the School District, then Charter School shall provide the same insurance benefits to its employees as are provided to comparable School District employee groups.

43. No School District Benefit Obligations. The School District shall have no obligation for career longevity stipends or any other School District employee benefit for any current or former Charter School' teacher or employee unless and only as created specifically by written agreement.
44. Sick Leave Bank. Charter School's employees will not be eligible to participate in the School District's sick leave bank. Charter School may establish its own sick leave bank.
45. PERA Membership. All employees at Charter School shall be members of the Public Employees' Retirement Association and subject to its requirements. Charter School shall be responsible for the cost of the Charter School's/employer's respective share of any required contributions.
46. Equal Opportunity Employer. Charter School affirms that, consistent with applicable law and School District policies, it shall not discriminate against any employee on the basis of disability, race, creed, color, sex, sexual orientation, gender identity or expression, national origin, immigration/citizenship status, religion, ancestry, family compositions, physical characteristics, age (40+), marital status, pregnancy (including child birth and related conditions, or any other legally protected class status.
47. Employee Welfare, Safety, and Training. Charter School shall comply with all Board-approved policies, unless waived, and applicable federal and state laws, concerning employee welfare, safety, and health issues, including, without limitation, the requirements of federal law for a drug-free workplace, and statutorily required training concerning mandatory reporting of child abuse and neglect.
48. Employee Records. Charter School shall comply with all Board-approved policies and regulations, as modified and not waived, and applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Public Records Law, §§ 24-72-204 et seq.
49. Personnel Concerns. If concerns arise regarding individuals responsible for the implementation of this Contract, including the provision of special education services to students with disabilities, Charter School and the School District agree to convene a leadership conversation to seek an efficient and mutually satisfactory resolution.

Insurance and Legal

50. Insurance and Legal Liabilities. The only insurance that must be provided through the School District is property insurance, as Charter School occupies a BVSD property. If in any year of the contract Charter School elects to purchase the insurance package in Exhibit E, the School District will provide insurance coverages as set forth in Exhibit E that are consistent with the coverages available to the School District itself.

For all insurance Charter School purchases through the School District, it agrees to coordinate all risk management activities through the School District's risk management

staff. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with the School District in the defense of any claims, and complying with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the School District's applicable insurance policies. Charter School shall neither compromise, settle, negotiate, nor otherwise affect any disposition of potential claims asserted against it without the School District's prior written approval.

51. Independent Coverage. If in any year of the contract, Charter School does not purchase the insurance package set forth in Exhibit D, Charter School shall procure at its expense adequate insurance coverage which shall at least match the School District's then-current minimum coverages as set forth in Exhibit E.
52. Legal Liabilities. Charter School shall operate in compliance with all Board- approved policies and regulations and all applicable federal, state, and local laws, rules, and regulations, unless specifically waived as indicated in attached Exhibit F and H.
53. Faith and Credit. Charter School agrees that it will not extend the faith and credit of the School District to any third person or entity. Charter School acknowledges and agrees that it has no authority to enter into a contract or incur obligations that would bind the School District, including, without limitation, any waiver or modification of the provisions of the Colorado Governmental Immunity Act, and it agrees to include a statement to this effect in each contract it enters into with third parties. Charter School acknowledges that its authority to contract is limited by the same provisions in law or School District policy that apply to the School District itself, including but not limited to TABOR. Charter School also is limited in its authority to commit its funds by the amount of funds obtained from and held on its behalf by the School District or from other independent sources.
54. Indemnification. To the extent not covered by insurance, not otherwise provided in this Contract, or not barred by the Colorado Governmental Immunity Act, each Party agrees to indemnify and hold the other Party, its Board, agents, and employees harmless (to the extent of any funding that would otherwise have been made available to Charter School under this Contract) from all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever brought in connection with or related to the operations of Charter School and/or, services provided by the School District, and/or the conduct of any of either Party's employees, agents, representatives, or volunteers that are proximately caused by those employees assigned at Charter School or agents of either Party. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act or other law. Each Party's indemnification and hold harmless obligation shall include all reasonable attorneys' fees, costs, and expenses incurred by the other Party in defense of such suits, actions, grievances, charges or proceedings.
55. Indemnification by Independent Entities/Governmental Immunity. In the event Charter School authorizes, with the School District's approval, use of the Charter School's facility

or charges Charter School for services provided off-campus, such person or entity shall provide separate insurance coverage for general liability and errors and omissions with limits consistent with the School District policies and naming Charter School, the School District, and the property owner as additional insureds. Such person or entity will also agree to indemnify and hold Charter School, the School District, and the property owner harmless from all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, tort and civil rights claims, or any other losses of any kind whatsoever that arise out of or are in any manner connected with such person's or entity's operations. Nothing contained in this Contract shall be deemed a relinquishment or waiver by the School District or Charter School of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act or other applicable law.

56. Legal Services. Subject to the provisions of this Contract, the School District will provide legal services for defense of suits, actions, and claims against Charter School for which the School District provides insurance coverage in accordance with Exhibit E. Legal services shall also be available through the School District's Office of Legal Counsel for day to day legal matters, such as telephone calls about BVSD policies and practices and special education, so long as Charter School is being charged for legal services as part of purchased services under Exhibit D. Charter School shall have access to legal consultation and advice also where such assistance is requested through the School District's Superintendent or designee. Except as provided above, in other cases, legal services that are requested by Charter School shall be provided at Charter School's expense.

BVSD shall not provide Charter School with legal counsel for disputes between Charter School and the School District or where there exists a conflict of interest between the School District and Charter School as determined by the School District's Legal Counsel under the applicable rules. In all cases, the provision of a defense is conditioned upon prompt notification by Charter School to the School District of all claims, including threatened or reasonably anticipated claims or actions, full cooperation with the School District and legal counsel in defending the claim, and Charter School not compromising, settling, negotiating, or otherwise similarly dealing with the claim without the express consent of the Board of Education.

In further consideration of the funding provisions, the School District agrees that it will defend any state or federal complaint or due process hearing request related to a student with disabilities or ELL student in attendance at Charter School, to the extent of any alleged involvement of a School District employee or a Charter School employee, who has been authorized by the School District to provide services, in a violation of state or federal law. Within five (5) days after the receipt of any state or federal complaint or due process hearing request that includes allegations against Charter School and/or the School District employees, the parties will meet to explore efficiencies and to determine the course of action in providing a defense including, without limitation, the potential for a joint defense. If a joint defense is not possible, the School District's Office of Legal Counsel shall continue to represent the School District and Charter School will retain its own counsel at its own expense.

To the extent any dispute exists regarding the defense, the School District shall have final authority.

Termination and Violations

57. Termination and Violations of Contract. This Contract may be terminated, and the Charter revoked by the Board, for any of the grounds provided by state law, C.R.S. § 22-30.5-110(3), and/or for any material breach of this Contract by Charter School. Charter School shall first be given a reasonable opportunity to cure the breach after receiving written notice of the breach from the School District. Charter School shall also give the School District written notice of any alleged material breach of this Contract by the School District. The School District shall be given a reasonable opportunity to cure the breach after receiving written notice of the breach from Charter School. Unless otherwise specified in this Contract, for this purpose, reasonable opportunity to cure shall mean cure within fourteen days of the effective date of such notice, or in the case of breaches which cannot practically be cured within fourteen days, commencement of the cure within fourteen days and diligent pursuit of the cure to the satisfaction of the non-breaching Party until the cure is complete; and, to the extent reasonably practical, the Parties shall exhaust the dispute resolution provisions. Should Charter School choose to terminate this Contract and relinquish its Charter before the end of the Contract term, it may do so with the Board's approval, at any time, upon thirty days' advance written notice. In the event of termination, all assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and operations of Charter School shall be returned to the School District. Unless a donor or grantor specifically provides otherwise in writing, all gifts, donations, and grants shall be assumed to be made to the School District for the benefit of Charter School and shall be included among the assets returned to the School District upon termination of this Contract.
58. Charter School's Violations of Law or this Contract. If Charter School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or otherwise materially breaches the Contract, the School District may, but is not required to, impose other remedies prior to initiating revocation procedures. Remedies may be applied individually, in succession, or simultaneously. Following written notice, the School District may apply remedies including as follows:
- a. Withholding Funds. This remedy may be applied in situations where Charter School could reasonably take actions to remedy the breach prior to the withholding of funds. The District may only withhold funds in situations as allowed by C.R.S. § 22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(8).
 - b. Plan Submission. The School District may require the submission of a plan to remedy the deficiency. Upon the written request of the School District, Charter School shall develop a plan to remedy the failure or deficiency and submit it to the School District for review and comment. The plan may be revised at the discretion of Charter School. The School District may require Charter 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 Charter 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 School District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.

- c. Technical Assistance. The School District may require Charter School to seek technical assistance if Charter School is required to prepare and implement a priority improvement plan or turnaround plan.
- d. Exercise of Emergency Powers. The School District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §§ 22-30.5-701, if the conditions of an emergency exist.

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

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

Miscellaneous Provisions

61. Entire Agreement. This Contract, with attachments, contains all terms, conditions, and provisions, and the entire understandings and all representations of understandings and discussions of the parties, and all prior representations, understandings, and discussions are merged and superseded and canceled by this Contract. All provisions of this Contract shall supersede and control over any conflicting or inconsistent language contained in the Renewal Application. For purposes of all references in this Contract and the Renewal Application or state law or any understanding any party may have, the Charter of Charter School shall be this Contract and the Renewal Application, to the extent the Renewal Application is not superseded or modified by this Contract.

62. Amendment. It is the intent of the parties that provisions referencing state and federal law and Board policy reference those items in their then-current forms, as amended from time to time, and only to the extent an applicable waiver has not been granted. Other provisions of this Contract may only be modified or amended by further written agreement executed by the parties. Significant changes in applicable law will allow either party to request this Contract be reopened to address the change(s). With regard to any references in this Contract to a Constitutional provision, or statute, or regulation, such reference shall mean any amended, successor, or replacement provision, statute or regulation, as appropriate.

63. Notice. Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three days after mailing when sent by certified mail, postage prepaid, to Charter School' leadership, in the case of notice being sent to Charter School, or to the Office of the Superintendent for notice to the School District.
64. No Waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements shall be deemed or be taken to constitute a waiver of any succeeding or other breach.
65. Invalidity. If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms.
66. Standing and Capacity. The Charter School Board of Directors shall have standing and capacity to enter into and enforce any of the terms of this Contract on behalf of Charter School. Any action by Charter School's representative body on behalf of Charter School in a legal action against the District regarding the Charter Contract shall be limited to enforcing the terms of this Contract and recovering the amounts provided for in this Contract or under applicable law and shall not include any action or proceeding for other amounts or damages.
67. Assignment. Charter School shall not assign its Charter nor any of its rights or obligations under this Contract to any person or entity, including, without limitation, a body corporate formed by Charter School, without the prior written approval of the Board of Education.
68. Dispute Resolution. In the event any dispute arises between the School District and Charter School concerning this Contract, including, without limitation, the implementation of or waiver from any policies, regulations, or procedures, such dispute shall first be submitted to the Superintendent of the School District or designee for review. Representatives of the School District and Charter School shall meet and attempt in good faith to negotiate a resolution of the dispute.

In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to an independent mediator, who shall be agreed upon by the parties within ten (ten) calendar days following either party's 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 Arbitrator Group, Denver, Colorado, and submit them to the other party (the "non-moving party"), who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) calendar days after delivery of the list to the non-moving party. The mediation shall be scheduled and concluded within thirty (30) days of the mediators' selection. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent provided by law. At the conclusion of the mediation, if the dispute is still not resolved, the mediator

shall make an advisory recommendation to the Board of Education of the School District, which shall make a determination within thirty (30) days of receipt. The decision of the Board shall be final; provided, however, Charter School may appeal to the State Board of Education concerning those matters within its jurisdiction under the Act.

69. Mutual Cooperation, Good Faith, and Fair Dealing. The parties pledge to collaborate in good faith, through two-way communication and mutual respect, to attempt to informally and amicably resolve any issues that may arise between them. The parties shall abide by the covenant of good faith and fair dealing, otherwise implied by law, in the performance of this Contract. To promote their common goals within the School District, the parties agree to avoid publishing or dispensing disparaging or factually inaccurate information about the programs offered by the other.
70. No Third-Party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the School District and Charter 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 under this agreement shall be deemed an incidental beneficiary only.
71. Order of Precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Renewal Application, School District Board Policies or regulations, or other requirements, it is agreed that this Contract and Board policies and regulations shall control, unless waived, in that order.
72. Term. This Contract is effective for a period of three (3) years, through June 30, 2029.

As required by Colorado law, any financial commitment on the part of the School District and the Charter School are subject to annual appropriation by their respective Boards and the Parties agree that neither has an obligation to fund the financial obligations under this Contract other than for the current year of the Contract term.

This Contract may be renewed for an additional period upon application by the Charter School for renewal in accordance with the Charter Schools Act and School District Board approval of the School's application for renewal.

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

_____ SCHOOL

By: Michael T. Joseph
Michael T. Joseph, Chair, Charter School Board

ATTEST:

■

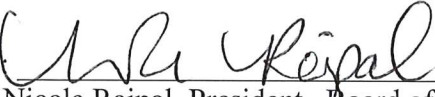
Jordan Logan

Jordan Logan, Secretary

Approved as to form:

Timothy Farmer Timothy Farmer
Charter School Attorney

BOULDER VALLEY SCHOOL DISTRICT RE-2

By 
Nicole Rajpal, President, Board of Education

ATTEST:


Laura Shafer, Secretary

Approved as to form:

Kathleen Sullivan Kathleen Sullivan
School District Attorney

Attachments:

- A: Application
- B: Board Resolution
- C: Bylaws
- D: Financials
- E: Insurance Coverage
- F: Policy Waivers
- G: Department Services Descriptions
- H: State Statutory Waivers
- I: Facility Agreement

Signature: Michael T. Joseph
Michael T. Joseph (Aug 18, 2026 14:58:07 MDT)
Email: michael.joseph@bvsd.org

Signature: Timothy Farmer
Timothy Farmer (Aug 18, 2026 15:07:34 MDT)
Email: tim@millerfarmercarlson.com

Signature: Jordan Logan
Jordan Logan (Aug 18, 2026 15:04:51 MDT)
Email: jordan.logan@bvsd.org

Signature: Kathleen Sullivan
Kathleen Sullivan (Aug 18, 2026 15:53:46 MDT)
Email: kathleen.sullivan@bvsd.org



BOULDER VALLEY SCHOOL DISTRICT

Charter School Renewal Application

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Process Timeline



Kick off and Communication	Throughout fall semester
Applications	• By November 1 – Part 1 of application is due • By November 15 – Part 2 of application is due (While the State's deadline is December 1* – In order to provide sufficient review time and negotiations sessions, please submit complete applications by November 15)
Site Visits	Throughout November
Evaluations and Recommendations	Throughout December
Decision Making	February 1 – Present renewal materials to the board
Contract Negotiations	90 days after renewal decision

*Dates provided by law.

Application: Part 1. Renewal Reflection

CHARTER RENEWAL APPLICATION Part 1. Renewal Reflection	
School Name:	Horizons K-8 School
Principal Name:	Jasmine Graves Black-Clemons, Head of School Kristin Hauger, Asst. Head of School
Chair, Governing Board:	Travis Lockhart, Parent Board Chair Michael Joseph, Vice Chair Joel Gratz, Treasurer Jordan Logan, Secretary Jessica Slatius Rob Horansky Jim Freund Caley Gallison Rachel Clionsky Fran Cohen Kate Bachtel

Section 1: Academic Performance

Question 1: Describe and reflect on the school's mission and vision.

Provide School's Mission:

Our Mission at Horizons K8 School is to guide K-8 students to become self-directed learners in a supportive, collaborative environment rooted in critical thinking, justice, and choice.

Reflection on Achieving Mission:

At Horizons K–8 School, our mission is to guide K–8 students to become self-directed learners within a supportive, collaborative community rooted in critical thinking, justice, and choice.

Twice each year, all students participate in student-led conferences, where they reflect on their learning, celebrate accomplishments, and share areas for growth with their families and teachers. These conferences empower students to take ownership of their learning and develop authentic communication skills that deepen self-awareness and confidence.

Each student in grades 1–8 also engages in a developmentally appropriate, choice-based passion project, which culminates in a presentation to the broader community. Over time, teachers intentionally release responsibility, helping students strengthen critical thinking, perseverance, and long-term project management skills.

Across all grade bands, project-based learning is woven throughout the curriculum, providing meaningful opportunities for collaboration, inquiry, and creativity. Through these experiences, Horizons students learn

not only what to think, but how to think, cultivating the curiosity and compassion essential for lifelong learning and social justice citizenship.

Provide School's Vision:

Our vision is to develop a community of reflective learners who advocate for themselves, others, and a just world.

Reflection on Achieving Vision:

At Horizons K–8, our vision comes to life each day through student-led academics, restorative practices rooted in Compassionate Communication, and classroom routines that center around self-reflection and personal growth. As our community continues to evolve, we remain deeply committed to the core values that define us: our communication agreements, our practice of compassion, and our shared pursuit of a more just world through education.

Looking ahead, we will continue to examine our systems, traditions, and norms through the lens of our Vision Statement, ensuring that every aspect of our school reflects the integrity, equity, and humanity that have always been at the heart of Horizons' founding.

Question 2: Describe and reflect on the school's authorizer-determined, school-specific measures (add additional rows as necessary).

Partnership with Boulder Valley School District

Horizons K–8 is deeply grateful for our ongoing partnership with the Boulder Valley School District (BVSD). This collaboration allows us to align our practices with district standards while maintaining the innovative and inclusive spirit that defines Horizons. Together, we work to ensure that every student receives a high-quality, equitable education.

District Training

Horizons K–8 actively participates in district training to remain aligned with BVSD policies not waived in our charter contract. Our leaders find District Leadership Team and principal-level meetings to be especially valuable spaces for learning and collaboration. These meetings provide insight and guidance that we adapt to fit our unique school context.

Our SPED staff and counselors have participated in monthly district training, including CPI certification, while our literacy interventionists and teachers have engaged in mCLASS training to support literacy assessment and READ Act compliance. We have also partnered closely with BVSD Safety and Security to ensure that our safety procedures are fully aligned with district standards and reflect best practices for student well-being.

Bond Program

Horizons greatly appreciates the opportunity to participate in the 2025 BVSD Bond Program. As taxpayers, our families value seeing these community-supported funds directly benefit students at both district-managed and charter schools.

Through this partnership, Horizons received over a \$1 million in bond funding, which supported significant facility enhancements. These include the reconfiguration of the Horizons Learning Lab to create intentional spaces for small group interventions and sensory supports, along with numerous smaller projects to improve student learning environments, such as HVAC replacements, new carpeting, fresh paint, and other critical infrastructure upgrades.

Serving SPED and EL Learners

Horizons K–8 collaborates closely with BVSD to serve our students with disabilities at the resource level, ensuring high-quality, inclusive supports for all learners.

We also partner with BVSD to provide English Language Development (ELD) services through a consulting model. In this model, general education can consult with an ELD teacher to plan and deliver lessons that integrate language development with grade-level content where appropriate.

As we move into our charter renewal, we would like to explore transitioning away from the BVSD insurance model for ELD to a structure that mirrors our current SPED partnership. Having teachers on staff, hired and trained by Horizons, has proven highly effective in aligning instructional practices with our mission, vision, and inclusive culture.

Open Enrollment

We deeply value our partnership with BVSD in managing open enrollment, as this shared process maintains the integrity, fairness, and consistency of student admissions. Working collaboratively ensures that enrollment preferences are implemented with fidelity across all BVSD schools.

District Safety and Security

While Horizons is not currently part of the BVSD School Safety Advocate (SSA) Program, we have felt well supported by the district's Safety and Security Team. Carrie Burger and her team have been consistently responsive to our questions and proactive in addressing safety concerns as they arise. We are grateful for their partnership and shared commitment to maintaining a safe and supportive environment for all students and staff.

Question 3: Is the school's education program a success?

Horizons K–8's educational program is a clear and sustained success.

For more than 30 years, Horizons has served as a model of excellence in progressive, student-centered education. The school is a nine time John Irwin School of Excellence Award recipient and was recognized by U.S. News & World Report as one of the best elementary and middle schools in 2025. Horizons consistently ranks in the top 20% of all schools in Colorado, demonstrating both academic strength and a deep commitment to nurturing the whole child.

Our program's success is rooted in experiential and social emotional learning, multi-age classrooms, strong

family partnerships, and a focus on developing self-directed learners. Through project-based learning, student-led conferences, and a culture of reflection and belonging, Horizons ensures that every student is challenged, supported, and inspired to reach their fullest potential.

Question 4: What changes, if any, do you propose making to your educational program or model?

Horizons K–8’s educational program is intentionally faculty-led, grounded in the belief that those closest to students are best equipped to design, refine, and sustain meaningful learning experiences. As a teacher-led school, any evolution of our educational model emerges from collective reflection, collaboration, and shared decision-making among faculty and administrators through concordance.

Our faculty has identified several areas for continued growth and innovation within the Horizons model. Through committee work faculty are working to improve in the following key focus areas:

1. Lines of Justice: how it is taught to students, reinforced in daily practice, and communicated to the broader school community. We will explore ways to integrate these principles consistently into curriculum, classroom management, school traditions, staff collaboration, and family engagement. In doing so, we aim to ensure that the Lines of Justice are not only a shared language but a lived experience, guiding our decisions, shaping our relationships, and deepening our collective responsibility to create a just and caring learning environment for all.
2. The purpose of this committee will explore how SDL projects evolve in rigor, depth, and complexity as students grow, ensuring that expectations build meaningfully from year to year. We aim to clarify the developmental progression of these projects, define key skills and milestones at each grade level, and identify scaffolds that support student independence, inquiry, and reflection. In addition, we will outline consistent structures and communication tools that help students and families clearly understand the purpose, expectations, and growth trajectory of self-directed learning at each stage. Through this work, we will strengthen SDL as a signature practice that reflects Horizons' values of agency, creativity, and lifelong learning.
3. Curriculum Alignment ensures that what is taught across grade levels, courses, and subject areas is:
 - Consistent
 - Aligns with state standards, district goals, and national benchmarks.
 - Reduces gaps or unnecessary overlaps in instruction.
 - Coherent
 - Provides a logical progression of skills and knowledge from one grade level to the next.
 - Ensures that instruction builds on prior learning and prepares students for future learning.
 - Equitable
 - Guarantees all students have access to the same high-quality curriculum, regardless of teacher
 - Promotes fairness in academic expectations and assessments.
 - Collaborative

- Brings together teachers, specialists, and administrators to review and revise curriculum.
- Encourages shared decision-making and professional dialogue.
- Focused on Student Success
 - Helps improve student achievement by aligning curriculum, instruction, and assessment.
 - Supports intervention and enrichment through a clearly defined scope and sequence.

4. Portfolios & Assessments: Clarify and strengthen the role of portfolios and assessments in supporting student growth, reflection, and demonstration of learning at Horizons K-8. Faculty will explore how assessment practices, including formative, summative, and student self-assessment, can be aligned with our values of student agency, whole-child development, and academic rigor. Together, we aim to define the purpose and scope of student portfolios, ensuring they serve as meaningful tools for reflection, goal setting, and authentic demonstration of learning over time. By developing shared practices and expectations, we seek to enhance consistency, equity, and clarity in how portfolios and assessments are used across the school.

Through this collaborative process, Horizons K–8 remains steadfast in its mission to guide students to become self-directed learners in a supportive, justice-oriented, and critically thoughtful environment. Each change we make reflects the strength of our faculty-led model: responsive, reflective, and rooted in the shared belief that learning thrives when teachers lead with purpose and voice.

Question 5: Is the school effectively serving all students, including students with disabilities and English learners?

Yes. Horizons K–8 effectively serves all students, including students with disabilities and English learners, through an inclusive, student-centered educational model that meets a wide range of learning needs.

Horizons is deeply committed to ensuring that every student is supported academically, socially, and emotionally. While the school’s demographic composition, 81.7% of students identifying as white, is less racially and ethnically diverse than the district overall, Horizons continues to advance its work in diversity, equity, and belonging, ensuring that all students feel seen, valued, and supported.

The school’s inclusive approach is reflected in the diversity of learning profiles it serves: 21% of students have an IEP or 504 plan, and 20% are identified as gifted, with many being twice-exceptional. Students receive individualized supports and enrichment through collaborative partnerships between general education, special education, and intervention staff.

Academic outcomes affirm the success of this model: 64% of minority students in grades 3–4 met expectations on CMAS, while 81% of minority students in grades 5–8 met or exceeded expectations. These results demonstrate both growth and achievement across student groups and reflect Horizons’ commitment to equitable access, personalized learning, and high expectations for every learner.

Section 2: Board Governance

Question 1: Is the school operating and governed effectively?

Currently our governance structures are being reviewed for efficiency, alignment and sustainability.

Question 2: Reflect on the board's compliance with ethics and open meetings laws/Sunshine laws.

Due to constant rotation of parent board directors, our board is in regular need of Board training. We comply with Sunshine laws.

Question 3: Reflect on board training for new members.

Due to constant rotation of parent board directors, our board is in regular need of Board training.

Question 4: Is the charter school advancing equity and access and fulfilling its obligations as a public school, including through its admissions, programs, services, and outcomes?

Horizons K-8 is actively advancing equity and access and fully meeting its obligations as a public school through inclusive admissions practices, diverse and supportive programs, equitable services, and strong academic outcomes. The school is committed to serving all students by removing barriers to participation, ensuring access to high-quality instruction, and fostering a culture of belonging. Horizons' inclusive model, serving students with IEPs, 504 plans, gifted identification, and twice-exceptional profiles, demonstrates its dedication to meeting the needs of a wide range of learners while maintaining excellence in academic performance and whole-child development.

Question 5: Describe how the board monitors the school's academic, operational, and financial performance.

The Horizons K-8 Board maintains rigorous oversight of the school's academic, operational, and financial performance through a system of regular reporting, data review, and shared governance practices designed to ensure accountability and transparency.

Academic Performance:

The Board reviews academic data throughout the year, including CMAS results and progress toward Unified Improvement Plan (UIP) goals. The Head of School presents regular updates on the academic environment, allowing the Board to monitor trends, identify areas for improvement, and ensure alignment with the school's mission of serving all learners. Horizons administration and faculty review student achievement and growth using nationally normed assessments data (NWEA MAPS, mClass) three times yearly for all students in literacy and math.

Operational Performance:

Operational oversight is maintained through standing committees and administrative reports that address staffing, facilities, safety, enrollment, and compliance with district and state regulations. The Board collaborates closely with the Head of School and Council to ensure policies and practices reflect the school's

commitment to equity, inclusion, and continuous improvement.

Financial Performance:

Financial health is monitored through a transparent and collaborative process. The Finance Review Committee meets monthly, led by the Head of School and Director of Finance to review monthly financial statements, budget forecasts, and fund balances. The Board approves the annual budget, monitors adherence to Horizons' financial policies monthly, and reviews quarterly and year-end financial summaries. In addition, the Board oversees the management of the school's Council Budget and monitors annual fundraising goals to ensure fiscal sustainability and responsible stewardship of public funds and parent donations. Horizons Faculty and Council are updated regularly on Council and Fund 11 budget planning.

Through this consistent and collaborative approach, the Board ensures that Horizons K–8 remains academically strong, operationally sound, and financially sustainable, in full alignment with its mission and charter commitments.

Section 3: Legal and Contractual Compliance

Question 1: How has the school ensured compliance with federal law, state law, and the school's charter contract? (Please describe any Notices of Concern and the school's response, as applicable.)

Horizons K–8 ensures full compliance with federal law, state law, and its charter contract through a comprehensive framework of governance, oversight, and accountability embedded in every aspect of school operations.

Governance and Oversight:

The Horizons Board of Directors and Head of School work collaboratively to maintain alignment with all Boulder Valley School District (BVSD) policies, state statutes, and federal regulations. The Board and Faculty review compliance updates, engage in annual policy reviews, and ensure that all school procedures uphold the terms outlined in the charter contract.

Legal and Regulatory Compliance:

Horizons adheres to all applicable federal and state laws, including those governing special education (IDEA), Section 504, Title IX, FERPA, and civil rights protections. The school maintains accurate documentation, follows all procedural safeguards, and ensures timely implementation of services and accommodations for students with disabilities. Compliance with mandated reporting, employee training, and safety protocols, including drills, emergency preparedness, and background checks, is monitored and documented consistently.

Financial and Operational Compliance:

Horizons meets all financial reporting requirements established by BVSD and the State of Colorado, including budget submissions, audits, and public transparency obligations. The school's Finance Review Committee and Director of Finance, along with our Board Treasurer, ensure compliance with the Colorado Public School Finance Act, procurement regulations, and fiscal policies defined in the charter agreement.

Charter Accountability:

The school fulfills its charter obligations by maintaining academic excellence, ensuring equitable access, and implementing its instructional model rooted in social-emotional, experiential, inclusive, and student-centered

learning. Annual Unified Improvement Plans (UIPs), student performance reports, and faculty approved strategic goals are aligned to the charter's performance metrics and reviewed collaboratively .

Through consistent monitoring, documentation, and transparent communication, Horizons K–8 ensures that all practices reflect the highest standards of compliance, integrity, and public accountability.

Section 4: Financial Performance

Question 1: Provide an analysis of the school's financial strengths, challenges, and opportunities for growth.

Financial Strengths:

Horizons K–8 maintains a position of financial stability built on conservative budgeting, strong community support through donations and strategic partnerships, and responsible fiscal stewardship. The school consistently balances its annual budget, manages a \$1.3 million Council budget, and demonstrates a clear commitment to long-term sustainability. Transparent financial practices, regular oversight by the Finance Review Committee, and collaboration between the Head of School, Director of Finance, Board Treasurer, and Board ensure accountability and alignment with the school's mission. Annual fundraising efforts, exceeding \$200,000, and the continued generosity of the parent community supplement per-pupil revenue, enabling Horizons to sustain small class sizes, provide high-quality experiential learning, and support robust arts and outdoor education programs.

Financial Challenges:

Like many charter schools, Horizons faces financial constraints due to limited per-pupil funding and rising costs associated with staffing, operations, and facilities maintenance. The school begins each fiscal year in a structural deficit, requiring careful financial management to balance expenditures and revenue by year's end. Increases in healthcare premiums, utilities, and competitive compensation for faculty in a high-cost-of-living area continue to put pressure on the operating budget. Additionally, as the school seeks to expand programming and deepen equity initiatives, sustainable funding sources will be critical to supporting these goals without compromising current services.

Opportunities for Growth:

Horizons is well-positioned to build upon its strong fiscal foundation by expanding fundraising, grant acquisition, and endowment growth strategies. Strengthening partnerships with local businesses, alumni, and philanthropic organizations presents opportunities to diversify revenue streams. Continued investment in financial planning, including long-term facilities maintenance and capital reserves, will further ensure the school's resilience. By leveraging its reputation as a nine-time John Irwin School of Excellence Award recipient and one of the top 20% schools in Colorado, Horizons can continue to attract new families, enhance community giving, and reinforce its standing as a model of excellence and financial responsibility within the charter school landscape.

Question 2: Is the school financially solvent/viable?

Horizons K–8 is financially solvent and fully viable. The school maintains a balanced annual budget, strong reserves, and a \$1.3 million Council budget that supports long-term financial sustainability. Regular oversight by the Finance Review Committee, the Head of School, and the Board ensures transparent and responsible fiscal management.

Horizons consistently meets its financial obligations, maintains positive fund balances, and has a proven track record of closing each fiscal year in good standing. In addition, the school supplements per-pupil funding with over \$200,000 in annual fundraising and strong community support, allowing it to sustain small class sizes, experiential learning programs, and high-quality instruction.

Overall, Horizons' combination of disciplined financial practices, strategic planning, and diversified revenue sources ensures its continued solvency and operational stability well into the future.

Question 3: Has the school met the financial goals described in its charter?

Horizons K–8 has consistently met and, in many areas, exceeded the financial goals outlined in its charter. The school demonstrates strong fiscal stewardship through balanced annual budgets, clean financial audits, and prudent reserve management aligned with district and charter requirements.

Horizons maintains transparent and accountable financial practices through regular oversight by the Finance Review Committee, the Head of School, and the Board of Directors, ensuring that all expenditures and investments reflect the school's mission and long-term sustainability goals.

Application: Part 2. Required Body of Evidence Submissions Checklist Template

Charter Renewal Application — Part 2. Required Body of Evidence Submissions Checklist (please link each requirement into the list below and ensure that the viewing settings are set to “anyone with the link can view”).

CHARTER RENEWAL APPLICATION	
Part 2. Required Body of Evidence Submissions Checklist	
Academic Performance	
☐	School Performance Framework and/or District Performance Framework
☐	School Calendar
☐	Master Staff Schedule (including class times, teachers, content, and location)
☐	Staff Roster (including roles/responsibilities/grades taught, etc.)
☐	Curriculum Overview
☐	English Learner Self-Reflection
☐	SPED Self-Reflection
☐	Staff Professional Development Plan
	24-25
	23-24
☐	Teacher/Leader Evaluation Template (including criteria, rubrics, schedules, and confirmation of completion)
	5 Ds Rubric
	24-25 Schedule and Rubric
☐	School Leader Evaluation
☐	Staff Handbook
☐	Classroom Observation Protocol and Schedule
☐	Assessment Plan (including Interim Assessments)
☐	Graduation Requirements
☐	UIP Plan
Board Governance	
☐	Board Meeting Schedule in the Bylaws , Monthly, on the 2nd Thursday of the month.
☐	Board Roster Travis Lockhart, Parent Board Chair Michael Joseph, Vice Chair Joel Gratz, Treasurer Jordan Logan, Secretary Jessica Slatos

Rob Horansky Jim Freund Caley Gallison Rachel Clionsky Fran Cohen Kate Bachtel Adam Brink
☐ Strategic Plan
☐ Board Handbook (including Bylaws and Conflict of Interest Policy)
☐ Board Self-Evaluation/Needs Assessment
☐ New Waiver Requests
☐ Organizational Chart (for 2025-26)
☐ Complaint/Grievance Policy
Legal and Contractual Compliance
☐ Title IX Plan/Policy (including name responsible for compliance with Title IX) Jasmine Graves Black-Clemons
☐ Student Discipline Policy, see student and family handbook below
☐ Student discipline data by subgroup for previous four years
☐ Parent/Student Handbooks (including Student Admissions, Lottery, Waiting List, Recruitment, and Enrollment Policies; lottery and enrollment forms)
☐ Student Enrollment by Subgroups (last 4 years) 2025-2026 2024-2025 2023-2024
☐ Re-enrollment Rates (last 4 years) 2025-2026 2024-2025 2023-2024
☐ Student Enrollment Projections 2025-2026 2024-2025 2023-2024
☐ Notices of Concern and School's Response (if applicable)
☐ Waivers*
☐ Requests for Contract Modifications**
Financial Performance
☐ Long-term budget (5-years if available)
☐ Financial Policies and Procedures
☐ Annual Independent Audit
☐ Audit's Management Letter
☐ Unaudited Financial Statements (Not Applicable)

Application: Part 2: Required Body of Evidence Submissions

Excerpt of Part 2: Required Body of Evidence Submissions Checklist Template

CHARTER RENEWAL APPLICATION	
Part 2. Required Body of Evidence Submissions Checklist	
Academic Performance	
☐	<u>Summative Report that includes:</u> The renewal application shall contain a complete report on the progress of the school in achieving the goals, objectives, student performance standards, content standards, targets for the measures used to determine the levels of attainment of the accreditation performance indicators and other terms of the charter contract, and the results achieved by the charter school students on state assessments. The renewal application shall also include a financial statement that discloses the costs of administration, instruction and other spending categories for the school; and any information or materials resulting from the School District's annual review of the charter school. The Board shall act by resolution on the renewal application no later than February 1 of the year in which the School District charter expires or by a mutually agreed upon date. When appropriate and to the extent permitted by law, the Board may require the charter school to incorporate specific programs, strategies, or supports to address concerns identified through the renewal process. <u>2024-2025</u> <u>2023-2024</u> <u>2022-2023</u>
☐	<u>School Performance Framework and/or District Performance Framework</u>
☐	<u>School Calendar</u>
☐	<u>Master Staff Schedule (including class times, teachers, content, and location)</u>
☐	<u>Staff Roster (including roles/responsibilities/grades taught, etc.)</u>
☐	<u>Curriculum Overview</u>
☐	<u>English Learner Self-Reflection</u>
☐	<u>SPED Self-Reflection</u>
☐	<u>Staff Professional Development Plan</u> <u>24-25</u> <u>23-24</u>
☐	<u>Teacher/Leader Evaluation Template</u>

(including criteria, rubrics, schedules, and confirmation of completion)

[5 Ds Rubric](#)

[24-25 Schedule and Rubric](#)

☐ [Staff Handbook](#)

☐ [Classroom Observation Protocol and Schedule](#)

☐ [Assessment Plan \(including Interim Assessments\)](#)

☐ [Graduation Requirements](#)

☐ [UIP Plan](#)

Authorizer's Summative Report Template

(District Authorizer completes this report)

Summative Report: Authorizer Staff Recommendations and Areas of Concern Template

CHARTER RENEWAL SUMMATIVE REPORT: Authorizer Staff Recommendations and Areas of Concern	
School Name:	
Principal Name:	
Chair, Board of Directors:	
Authorizer Staff Renewal Recommendations:	
Areas of Strength:	
Areas of Concern Including State Watchlist Considerations:	



BOULDER VALLEY SCHOOL DISTRICT

BOULDER VALLEY SCHOOL DISTRICT RE-2 RESOLUTION 26-06 On the Horizons Charter School Renewal Application

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

WHEREAS, on May 6, 1996, an application was received from the Horizons Council for the transformation of Horizons from a focus school to a charter school within the School District;

WHEREAS, the School District's Board of Education ("Board") determined that the Application submitted to the School District for the formation of Horizons as a charter school complied with the purposes and requirements of the Charter School Act;

WHEREAS, on September 26, 1996, the School District conditionally granted the Application and on May 8, 1997, approved a Charter School Contract for a three-year term;

WHEREAS, Horizons has timely filed applications for renewal in 2000, 2005, 2010, 2020, and 2022;

WHEREAS, pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to 120 (the "Act"), the Board received a Renewal Application ("Renewal Application") (attached as Exhibit A) from Horizons Charter School for a renewal to commence as of July 1, 2026 in accordance with the School District's Board Policy LBD;

WHEREAS, the Board has thoroughly considered the Renewal Application, the relevant law, Board Policy, the Site Visit Summary, and the Summative Renewal Report; and,

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

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

BE IT FURTHER RESOLVED that the Board directs the negotiation and execution of a mutually acceptable charter contract no later than ninety (90) days after the effective date of this Resolution, unless the parties jointly waive such timeline pursuant to C.R.S. § 22-30.5-106(2). Such contract shall

contain standard terms and conditions and will address relevant issues including, but not limited to:

- Alignment with School District achievement data collection, including disaggregation across student groups, and plans to increase academic growth with annual updates
- Use of BVSD communication materials to encourage testing participation
- School calendar/instructional time
- Commitment to increase demographic parity regarding enrollment with the School District
- Increased alignment with open meetings law, legal conflict of interest requirements, and financial records transparency
- Licensure and qualifications of leadership and educators
- Revised 5 year budget plan with appropriate balances and planning aligned with enrollment projections
- Fully participate in the School District's Annual Performance Review process
- Non-automatic waivers from state statutes and School Board policies only for those items that have replacement policies
- A three-year term with no automatic renewals

Approved and adopted this 17th day of February, 2026.

By: _____

Nicole Rajpal, President

Attest: _____

Laura Shafer, Secretary

**AMENDED BYLAWS
OF
HORIZONS K-8 SCHOOL INC.
December 12, 2019**

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**AMENDED BYLAWS
OF
HORIZONS K-8 SCHOOL INC.**

ARTICLE I.

DEFINITIONS

The following terms used in these Bylaws have the corresponding meanings set forth below:

Act means the Colorado Revised Nonprofit Corporation Act, or any successor provision.

Board of Directors means the board of directors of the Corporation.

Charter Contract means the Charter School Contract entered into by and between the Corporation, as successor in interest to Horizons K-8 Alternative Charter School, and the District, dated May 8, 1997, and renewals and amendments of the contract.

Concordance means a discussion and decision-making system whereby each person eligible to vote has an equal opportunity to voice opinions or concerns, offer alternative solutions, and then agree or disagree with any proposed course of action. If one disagrees with a proposal, that person is encouraged to offer an alternative course of action. Concordance is reached when all eligible persons eligible to vote, who have not recused themselves, agree unanimously to support taking the proposed course of action.

Corporation means Horizons K-8 School Inc., a Colorado nonprofit corporation.

District means Boulder Valley School District RE-2.

District Budget means the budget setting forth the proposed expenditures of money received from the District, and expressly excluding any money raised for the school and considered the Supplemental Budget.

Financial Policies means the policies approved by the Board of Directors relating to modification and execution of the Supplemental Budget and District Budget, including policies relating to fund-raising, use of one-time financial donations, creation of a balanced budget, allocation of budget reserve funds, and provisions ensuring that all of the Corporation's funds are expended in a manner consistent with the purposes of the Corporation and the provisions of § 501(c)(3) of the Internal Revenue Code.

Horizons means Horizons K-8 School.

Horizons Belief Statement means the member approved statement of guiding beliefs concerning education of students, as stated in the Horizons School Handbook.

Horizons Communication Agreements means the member approved agreements that Horizons Faculty, Staff, parents and students are expected to honor in communications with one another, as stated in the Horizons School Handbook.

Horizons Expectations means the member approved statement of expectations for Faculty, Staff, parents and students, as stated in the Horizons Handbook.

Horizons Mission Statement means the mission statement in the school's original charter application to the District, and any member approved modifications thereto, as stated in the Horizons School Handbook.

Horizons School Handbook means the Horizons K-8 School Handbook issued to parents of students and to Faculty and Staff upon employment that includes the Belief and Mission Statements, Horizons Communications Agreements, Faculty, parent and student expectations, and other information related to the Corporation, as updated from time to time.

Internal Revenue Code means the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any subsequent revenue laws.

Supplemental Budget means the budget setting forth the proposed expenditure of money raised by the school from donations, fundraising activities, and collection of fees, and expressly excluding any money provided to the Corporation or Horizons by the District.

ARTICLE II.

OFFICES

Section 2.1 Business Offices. The initial principal office of Horizons K-8 School Inc. ("Horizons") shall be as stated in the articles of incorporation. Horizons may at any time and from time to time change the location of its principal office. Horizons may have such other offices within the City of Boulder, Colorado, as the board of directors of Horizons (the "Board of Directors" or "Board") may designate or as the affairs of Horizons may require from time to time.

Section 2.2 Registered Office. The registered office required by the Colorado Revised Nonprofit Corporation Act (the "Act") to be maintained in Colorado may be changed from time to time by the Board of Directors or by the officers of Horizons, or to the extent permitted by the Act by the registered agent of Horizons, provided in all cases that the street addresses of the registered office and of the business office or home of the registered agent of Horizons are identical.

ARTICLE III.

MEMBERS

Section 3.1 Classification, Qualification and Privileges of Members.

(a) Voting Members. Horizons shall have one class of voting members (each a “Voting Member”, and collectively, the “Voting Members”), consisting of Horizons faculty, staff, and parents/legal guardians (referred to herein as parents) of students enrolled in Horizons. Each Voting Member shall be entitled to vote on any matter requiring membership approval under the Act, the articles of incorporation or these bylaws. Voting Members shall not be entitled to vote on any other matter except as required under the Act, the articles of incorporation, or these bylaws; provided, however, that Voting Members may be entitled to vote on any matter submitted to a vote of the voting membership by resolution of the Board of Directors.

(b) Nonvoting Members. Horizons shall initially have one class of nonvoting members (each a “Nonvoting Member”, and collectively, the “Nonvoting Members”), consisting of all students enrolled in Horizons. Horizons may have such other classes of Nonvoting Members as may be designated from time to time by action of the Board of Directors. Each class shall have the qualifications, rights and privileges determined by the Board of Directors; provided, however, that no Nonvoting Member as such shall have the right to vote on any matter reserved for the Voting Members or otherwise participate in the management of Horizons.

(c) Whenever the term “Members” is used herein without further modification it shall refer to all members of every class.

Section 3.2 Transfer of Membership. Membership in Horizons is not transferable. Members shall have no ownership rights or beneficial interests of any kind in the property of Horizons.

Section 3.3 Annual Meeting of Voting Members. An annual meeting of the Voting Members shall be held during the month of May at the time and place, within the City of Boulder, Colorado, as determined by the Board of Directors, for the purpose of electing the Parent Directors and Faculty Directors, approving any matters reserved for the Members under the articles of incorporation, and for the transaction of such other business as may come before the meeting. If the election of Parent Directors and Faculty Directors shall not be held on the day designated herein for the annual meeting of the Voting Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting of the Members as soon thereafter as conveniently may be held. Failure to hold an annual meeting as required by these bylaws shall not work a forfeiture or dissolution of Horizons or invalidate any action taken by the Board of Directors or officers of Horizons.

Section 3.4 Special Meetings. A special meeting of the Voting Members, for any purpose or purposes may be called by the Principal (as defined below) or the Parent Chair of the Board (as defined below) and shall be called by the Principal or the Parent Chair upon the written request of Voting Members having at least thirty-three percent (33%) of the votes entitled to be cast at such meetings.. The Parent Chair, the Principal, or any Director may present business for consideration at a special meeting regardless of whether the business pertains to a purpose described in the notice of such meeting.

Section 3.5 Place of Meeting. Each meeting of the Members shall be held at such place, within the City of Boulder, Colorado, as may be designated in the notice of meeting, or, if no place is designated in the notice, at the principal office of Horizons in Colorado. Any or all Members may participate in any meeting through the use of any means of communication by which all persons participating in the meeting may hear each other during the meeting.

Section 3.6 Notice of Meeting. Except as otherwise prescribed by Section 8.6 below, written notice of each meeting of the Members stating the place, date and time of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no fewer than seventy-two (72) hours before nor more than sixty (60) days before the date of the meeting, either personally, by mail, by posting on Horizons' website, or by electronic transmission or any other form of wire or wireless communication, by or at the direction of the Principal, the Parent Chair, or the secretary, or the other officer or person calling the meeting, to Members entitled to attend such meeting. If transmitted by electronic transmission or by any other form of wire or wireless communication, such notice shall be deemed to be given when the transmission is complete. If the foregoing methods of personal notice are impracticable, notice may be communicated by Horizons' newsletter. Any Member may waive notice of any meeting before, at or after such meeting. The attendance in person of a Member at a meeting shall constitute a waiver of notice of such meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice. A Member's attendance at a meeting also waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 3.7 Quorum and Action of the Voting Members. Except as otherwise required by the Act or the articles of incorporation, presence at the meeting of at least twenty (20) Voting Members will constitute a quorum for decision-making, provided that at least two (2) Parent Directors and two (2) Faculty Directors are present. Except as set forth in this Section 2.7, the decision of the Voting Members will be made by Concordance (as defined in Article I). In an election of multiple directors, that number of candidates equaling the number of directors to be elected, having the highest number of votes cast in favor of their election, are elected to the Board of Directors. When only one director is being voted upon, the affirmative vote of a majority of the Voting Members represented at a meeting at which a quorum is present shall be required for election to the Board of Directors. All director elections shall be conducted by written ballot. If less than a quorum of the Voting Members is represented at a meeting, a majority of the Voting Members so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days at any one adjournment without further notice other than an announcement at the meeting. At such adjourned meeting, at which a quorum shall be represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 3.8 Voting Rights; No Proxies or Voting Agreements.

(a) Each Voting Member is entitled to one vote on each matter submitted to a vote of the Voting Members. Cumulative voting shall not be allowed.

(b) Voting Members shall be entitled to vote or otherwise act in person only, and Voting Members may not vote or otherwise act by proxy. Voting Members may not vote pursuant to a voting agreement.

Section 3.9 Committees. The Board of Directors or the Voting Members at any time and from time to time may establish one or more committees of Members for any appropriate purposes and may dissolve any such committee. The Members of the committee shall elect a chair who shall preside at all meetings of the committee and generally supervise the conduct of the committee's affairs. Rules governing procedures for meetings of any such committee and for the conduct of such committee's affairs shall be the same as those set forth in these bylaws or the Act for the Board of Directors.

Section 3.10 No Action without a Meeting. Any action required or permitted to be taken by Voting Members may only be taken at a meeting of the Members, and in no event shall any action be taken by written consent or by written ballot.

Section 3.11 Nondelegated Duties and Powers of Voting Members. In addition to any matters requiring approval of the Voting Members under the Act, the Voting Members of the Corporation shall be required to approve each of the following matters as provided in this Section 3.11 and this Section 3.11 and 3.12 shall not be modified without Council's approval:

(a) Modifications and amendments to Horizons Belief Statement and Horizons Mission Statement, Horizons Communications Agreements, and Horizons Expectations;

(b) Annual school goals;

(c) Fundraising policies and activities;

(d) The annual Supplemental Budget, and any modifications, in accordance with the Financial Policies (for the avoidance of doubt, the District Budget shall be approved only by the Board of Directors);

(e) The renewal of the Charter Contract, and any amendments thereto;

(f) Approving open enrollment policies;

(g) Electing members of the Board of Directors in the manner established in the Corporation's bylaws; and

(h) Any other matters which the Board of Directors may delegate to the members from time to time.

Section 3.12 Concordance Required; Action in the Absence of Concordance. Except as provided by the Act, any decision or approval to be made or given by the Voting Members will be made by Concordance. If Concordance cannot be reached on any matter requiring the approval of the Voting Members under the Act, then the determination will be made by majority vote as provided in the Corporation's bylaws. If Concordance cannot be reached on any matter requiring the approval of the Voting Members under Section 3.11, then the matter may be referred to the Board of Directors for decision as provided herein. The Principal and the Parent Chair of the Board shall determine when Concordance cannot be reached by the Voting Members. If Concordance by the Voting Members is not reached at the member meeting at which a proposal is considered, the Principal and Parent Chair of the Board will determine whether to continue member consideration of the proposal at one or more subsequent member meetings, or to refer the matter to the Board of Directors for decision. The Board of Directors may take action on or consider any such matter referred to the Board of Directors for approval, and the final decision of the Board of Directors will be binding on the members with respect to any such matter.

ARTICLE IV.

BOARD OF DIRECTORS

Section 4.1 General Powers. Except as otherwise provided in the Act, the articles of incorporation or these bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of Horizons shall be managed by, its Board of Directors. In furtherance of the foregoing, the Board of Directors shall be responsible for establishing processes and procedures that may be required from time to time by the District or its Charter Contract (as each such term is defined in Horizons' articles of incorporation).

Section 4.2 Qualifications, Number, Election and Tenure.

(a) Number. The number of directors of Horizons shall be determined from time to time by the members of the Board of Directors, but in any event shall not be less than ten (10) or more than fourteen (14) directors. The composition of the Board of Directors shall be as provided in this Section 3.2. Any action of the Members or Board of Directors to change the number of directors, whether expressly by resolution or by implication through the election of additional directors, shall constitute an amendment of these bylaws changing the number of directors, provided such action otherwise satisfies the requirements for amending these bylaws as provided in the Act, the articles of incorporation or these bylaws. Except during any vacancy period pursuant to Section 3.3 below, the Board of Directors shall be comprised of an equal number of Parent Directors and Faculty Directors.

(b) Parent Directors. Up to six (6) of the directors of Horizons shall be parents of students currently enrolled at Horizons (such directors the "Parent Directors"). All Horizons parents who are completing at least their second full year as Horizons parents are eligible to be elected to serve as Parent Directors, provided that no member of Horizons staff employed greater than .20 full-time equivalent or Horizons faculty is eligible to serve as a Parent Director. Parent Directors shall be elected by the Voting Members at the annual meeting of the Members, provided that no member of Horizons faculty is eligible to vote in the election of a Parent

Director. At the time of his or her election, each director shall be assigned Class A or Class B, and an effort shall be made to keep each class of directors of equal size. Each director shall hold office for a term of two years. The term shall commence on the first day of the Fiscal Year and ending on the last day of such Fiscal Year, and thereafter until such director's successor shall have been appointed and qualified, or until such director's earlier death, resignation, or removal. In the event of a resignation or removal of any Parent Director, a successor Parent Director shall be elected by the Voting Members at a special meeting of the Members called for such purpose. A Parent Director elected to fill a vacancy shall hold the office for the unexpired term of such director's predecessor in office.

(c) Faculty Directors. Up to six (6) of the directors of Horizons shall be (i) current Horizons teachers who (A) hold an active teaching license issued by the Colorado Department of Education, (B) teach in their area of endorsement (e.g., 2/3 homeroom teacher with an Elementary K-6 Endorsement), and (C) meet the criteria for the Federal Highly Qualified Teacher guidelines (or any successor guidelines) (collectively, "Licensed Teachers"), and (ii) have been a Member of the Horizons faculty for at least three (3) full years (such directors the "Faculty Directors"). The Principal and Assistant Principal shall each automatically be a Faculty Director, and such persons shall remain as a Faculty Director so long as such persons continue to serve in such office or capacity. The remaining four (4) Faculty Directors shall be elected by all teachers employed by Horizons as Licensed Teachers, including homeroom teachers, the Assistant Principal and the Principal, at the annual meeting of the Members. Each director so elected shall hold office for a term commencing on the first day of the Fiscal Year and ending on the last day of such Fiscal Year and thereafter until such director's successor shall have been appointed and qualified, or until such director's earlier death, resignation or removal. In the event of a resignation or removal of any Faculty Director (other than the Principal and the Assistant Principal), a successor Faculty Director shall be elected by the Licensed Teachers at a special faculty meeting called for such purpose. A Faculty Director elected to fill a vacancy shall hold the office for the unexpired term of such director's predecessor in office.

(d) Appointment and Tenure of At-large Directors. In addition to the Parent Directors and Faculty Directors specified above, Horizons may have up to two (2) at-large directors that are appointed by the Board of Directors from time to time. Each director so appointed shall hold office for a term of one year and thereafter until such director's successor shall have been appointed and qualified, or until such director's earlier death, resignation or removal. Each at-large director must be a natural person who is eighteen (18) years of age or older and must also be independent. An independent director is one who: (i) is not a parent or Licensed Teacher and has not been an employee of Horizons within the last three (3) years; (ii) has no close family or similar relationship with a member of the Board of Directors or any Licensed Teacher; (iii) does not have any personal service contracts with Horizons; (iv) is not employed or affiliated with Horizons' independent auditor; and (v) does not have any other relationship with Horizons or any Licensed Teachers, either personally or through his or her employer, which, in the opinion of the Board of Directors, would adversely affect the director's ability to exercise his or her independent judgment as a member of the Board of Directors.

Section 4.3 Resignation; Removal; Vacancies. Any director may resign at any time by giving written notice to the Parent Chair, the Principal, or to the secretary of Horizons. A director's resignation shall take effect at the time specified in such notice, and

unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director shall be deemed to have resigned (i) in the event of such director's incapacity as determined by a court of competent jurisdiction, (ii) in the case of a Parent Director or Faculty Director, if such director is no longer a Voting Member of Horizons, or (iii) in the event of any ex-officio director (i.e., the Principal), if such person no longer serves in such office or capacity. Any appointed director (other than the Principal) may be removed at any time, with or without cause, by vote of seventy-five percent (75%) of the other directors then in office. A Director elected by Voting Members may be recalled from office. A recall may be initiated by petition of 10% of the Voting Members eligible to vote for such Director, signed within a 30-day period. Upon receipt of a proper petition, the Board shall schedule a recall election. A quorum of the membership for a recall shall be a vote of at least 20% of the Members entitled to vote for the directorship at issue, and a vote of 75% of a quorum shall suffice to recall a Director. Any vacancy of an at-large director may, but is not required to, be filled by appointment of a successor at-large director in accordance with Section 3.2(d). Any vacancy of a Faculty Director or Parent Director shall be filled by a vote of the applicable parties pursuant to the procedures set forth in Sections 3.2(b) and (c), above, as applicable. A vacant office that was held by an ex officio director (i.e., the Principal) shall remain vacant unless and until a successor satisfies the criteria for designation to such office. A director elected, appointed or designated to fill a vacancy shall hold the office for the unexpired term of such director's predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled (i) by appointment pursuant to Section 3.2(d), in the case of an at-large director, or (ii) by election pursuant to Sections 3.2(b) or 3.2(c), in the case of a Parent Director or Faculty Director, as the case may be. A director so chosen shall hold office until the next election of directors and thereafter until such director's successor shall have been elected and qualified, or until such director's earlier death, resignation or removal. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

Section 4.4 Regular Meetings. A regular annual meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of the Members, or as soon as practicable thereafter at the time and place, within the City of Boulder, Colorado, determined by the Board, for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The Board of Directors may provide by resolution the time and place, within the City of Boulder, Colorado, for the holding of additional regular meetings.

Section 4.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Parent Chair, the Principal, or by any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place, within the City of Boulder, Colorado, for holding any special meeting of the Board of Directors called by them.

Section 4.6 Notice of Meetings.

(a) Requirements. Except as otherwise prescribed by Section 8.6, below, notice of each meeting of the Board of Directors stating the date, time and place of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall

be delivered to each director no fewer than seventy-two (72) hours no more than sixty (60) days before the date of the meeting, either personally, by mail, by posting on Horizons' website or by electronic transmission or any other form of wire or wireless communication (and the method of notice need not be the same as to each director), by the direction of the Principal, the Parent Chair, or by any two Directors. If transmitted by electronic transmission or by any other form of wire or wireless communication, such notice shall be deemed to be given when the transmission is complete. If the foregoing methods of personal notice are impracticable, notice may be communicated by Horizons' newsletter. Oral notice is effective when communicated in a comprehensible manner.

(b) Waiver of Notice. A director may waive notice of any meeting before or after the time and date of the meeting stated in the notice. Except as otherwise provided in this Section 3.6(b), the waiver shall be in writing and signed by the director entitled to the notice. Such waiver shall be delivered to Horizons for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver. A director's attendance at or participation in a meeting waives any required notice to that director of the meeting unless: (i) at the beginning of the meeting or promptly upon the director's later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting; or (ii) if special notice was required of a particular purpose pursuant to the Act or these bylaws, the director objects to transacting business with respect to the purpose for which such special notice was required and does not thereafter vote for or assent to action taken at the meeting with respect to such purpose.

Section 4.7 Quorum and Voting.

(a) The attendance of at least three (3) Faculty Directors and three (3) Parent Directors immediately before a meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present.

(b) Decisions of the Board of Directors shall be made by Concordance (as defined in Article I). If Concordance is not reached by the Board of Directors at the meeting at which a proposal is considered, the Principal and Parent Chair will determine whether to continue Board consideration of the proposal at one or more subsequent Board of Directors meetings, or to subject the matter to supermajority approval as provided by this Section 4.7(b). If at three (3) consecutive meetings of the Board of Directors, the Board is unable to reach a decision by Concordance, the matter will automatically be subjected to supermajority approval without further action by the Principal or the Parent Chair. With respect to any matter subjected to supermajority approval, the vote of 75% or more of the directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise required by the Act or the articles of incorporation.

Section 4.8 No Voting by Proxy. Directors shall be entitled to vote or otherwise act in person or by written consent in accordance with Section 3.14 hereof, and directors may not vote or otherwise act by proxy.

Section 4.9 Compensation. Directors shall not receive compensation for their services; however, the reasonable expenses of directors of attendance at Board meetings may be paid or reimbursed by Horizons. Directors shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of Horizons in any other capacity.

Section 4.10 Committees. Each of the committees set forth in Sections 3.11(a)-(d) are hereby established. By one or more resolutions adopted by the vote of a majority of the directors present in person at a meeting at which a quorum is present, the Board of Directors may designate from among its Members one or more other committees, each of which, to the extent provided in the resolution establishing such committee, shall have and may exercise all of the authority of the Board of Directors, subject to the Open Meetings Act, if applicable, except as prohibited by the Act. The delegation of authority to any committee shall not operate to relieve the Board of Directors or any member of the Board from any responsibility or standard of conduct imposed by law or these bylaws. Rules governing procedures for meetings of any committee shall be the same as those set forth in these bylaws or the Act for the Board of Directors (including with respect to approval of matters by Concordance) unless the Board determines otherwise. Additional detail regarding the authority, responsibilities and other aspects of any committee may be set forth in committee charters approved from time to time by the Board of Directors.

(a) Executive Committee. The Executive Committee of the Board of Directors shall consist of four (4) directors designated by the Board of Directors and shall include at least two (2) Faculty Directors and at least two (2) Parent Directors. Only directors of Horizons may be members of the Executive Committee. The Executive Committee shall have all of the power and authority of the Board of Directors between meetings of the Board, except as prohibited by the Act.

(b) Finance Committee. The Finance Committee of Horizons shall consist of from two (2) to five (5) directors or other individuals designated by the Board of Directors and shall include at least one (1) Faculty Director and at least one (1) Parent Director. The Finance Committee shall be responsible for the oversight of all of Horizons' financial affairs and of investments made by Horizons and shall verify that investments are made in accordance with the investment policies and guidelines of Horizons. The Finance Committee, or a subcommittee thereof, shall also serve as the audit committee and shall be responsible for coordinating Horizons annual independent audit.

(c) Development Committee. The Development Committee of Horizons shall consist of from two (2) to five (5) directors or other individuals designated by the Board of Directors and shall include at least one (1) Faculty Director and at least one (1) Parent Director. The Development Committee shall be responsible for guiding and reviewing the fund-raising, marketing and promotion of Horizons and the development of a sound financial base for Horizons' programs and activities.

(d) Faculty Committee. The Faculty Committee of Horizons shall consist of at least five (5) Licensed Teachers, one (1) of which shall be the Principal. Members of the Faculty shall be elected by all teachers employed by Horizons as Licensed Teachers, including homeroom teachers and the Principal, at the annual meeting of the Members. Members of the Faculty Committee may, but are not required to, be Faculty Directors. The Faculty Committee shall be responsible for acting in an advisory role to the Board of Directors and will be responsible for serving as a decision-making body in situations where the faculty is unable to reach Concordance in resolving an issue, as specified in the Faculty Committee Charter.

(e) Head of School Evaluation Committee. The Head of School Evaluation Committee shall consist of up to 4 members and shall include at least (1) Faculty Director and at least (1) Parent Director (other than the parent co-chair). A Parent Director shall serve as the chair of this committee. The Head of School Evaluation Committee shall be responsible for administering the Head of School Evaluation Procedure. Faculty members of the Committee will be responsible for supporting the design but not implementation of the evaluation procedure.

Section 4.11 Advisory Boards. The Board of Directors may from time to time form one or more advisory boards, committees, auxiliaries or other bodies composed of such members, having such rules of procedure, and having such chair, as the Board of Directors shall designate. The name, objectives and responsibilities of each such advisory board, and the rules and procedures for the conduct of its activities, shall be determined by the Board of Directors. An advisory board may provide such advice, service, and assistance to Horizons, and carry out such duties and responsibilities for Horizons as may be specified by the Board of Directors; except that, if any such committee or advisory board has one or more members thereof who are entitled to vote on committee matters and who are not then also directors, such committee or advisory board may not exercise any power or authority reserved to the Board of Directors by the Act, the articles of incorporation or these bylaws. Further, no advisory board shall have authority to incur any corporate expense or make any representation or commitment on behalf of Horizons without the express approval of the Board of Directors or the president of Horizons.

Section 4.12 Meetings by Telephone. Members of the Board of Directors or any committee thereof may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 4.13 Board Agreements. The Board shall create, and may from time to time amend, a Board Agreement that states requirements and expectations for all Directors. Directors shall be required, as a condition of continued Board service, to execute the Board Agreement annually.

ARTICLE V.

OFFICERS AND AGENTS

Section 5.1 Designation and Qualifications. The elected officers of Horizons shall be a Principal, a Parent Chair, one or more vice-chairs, secretary and a treasurer. The Board of Directors may also appoint, designate or authorize such other officers, assistant officers and agents, including an executive director, a chief financial officer, a controller, assistant secretaries and assistant treasurers, as it may consider necessary or useful. One person may hold more than one office at a time, except that no person shall simultaneously serve as Parent Chair and secretary. Officers need not be directors of Horizons. All officers must be natural persons who are eighteen (18) years of age or older.

Section 5.2 Election and Term of Office. The Board of Directors, or an officer or committee to which such authority has been delegated by the Board of Directors, shall elect or appoint the officers, as needed, at or in conjunction with each annual meeting of the Board of Directors. If the election and appointment of officers shall not be held at or in conjunction with such meeting, such election or appointment shall be held as soon as convenient thereafter. Each officer shall hold office from the end of the meeting at or in conjunction with which such officer was elected or appointed until such officer's successor shall have been duly elected or appointed and shall have qualified, or until such officer's earlier death, resignation or removal.

Section 5.3 Compensation. The compensation, if any, of each officer shall be as determined from time to time by the Board of Directors, or by an officer or a committee to which such authority has been delegated by the Board of Directors. Notwithstanding the foregoing, in no event shall any parents receive compensation for serving as an officer of Horizons (including, without limitation, for serving as Parent Chair of the Board). To the extent reasonably feasible, the person or persons determining compensation shall obtain data on the compensation of officers holding similar positions of authority within comparable organizations, shall set the compensation based on such data and an evaluation of the officer's performance and experience as related to the requirements of the position, and shall document the basis for the determination, including the comparison data used, the requirements of the position, and the evaluation of the officer's performance and experience. No officer shall be prevented from receiving a salary by reason of the fact that the officer is also a director of Horizons. However, no payment of compensation (or payment or reimbursement of expenses) shall be made in any manner so as to result in the imposition of any liability under either section 4941 or section 4958 of the Internal Revenue Code.

Section 5.4 Removal. Any officer or agent may be removed by a seventy-five percent (75%) vote of the Board of Directors at any time, with or without cause, but removal shall not affect the contract rights, if any, of the person so removed. Election, appointment or designation of an officer or agent shall not itself create contract rights.

Section 5.5 Vacancies. Any officer may resign at any time subject to any rights or obligations under any existing contracts between the officer and Horizons, by giving written notice to the Parent Chair or to the Board of Directors. An officer's resignation shall take effect upon receipt by Horizons unless the notice specifies a later effective date, and unless otherwise specified therein. The acceptance of such resignation shall not be necessary to make it effective. An officer shall be deemed to have resigned in the event of such officer's incapacity as determined by a court of competent jurisdiction. A vacancy in any office, however occurring, may be filled by the Board of Directors, or by any officer or committee to which such authority has been delegated by the Board of Directors, for the unexpired portion of the term. If a resignation is made effective at a later date, the Board of Directors may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date with the provision that the successor does not take office until the effective date, or the Board of Directors may remove the officer at any time before the effective date and may fill the resulting vacancy.

Section 5.6 Authority and Duties of Officers. The officers of Horizons shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the Parent Chair, the Board of Directors or these bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

(a) Parent Chair of the Board. The parent chair of the board (the "Parent Chair of the Board" or "Parent Chair") shall (i) together with the Principal, preside at all meetings of the Members and of the Board of Directors; (ii) see that all resolutions of the Members and of the Board of Directors are carried into effect; and (iii) perform all other duties incident to the office of Parent Chair of the Board and as from time to time may be assigned to the Parent Chair by the Board of Directors. In addition to the qualifications set forth in Section 4.1, the Parent Chair of the Board shall be a Parent Director (and in no event shall the Parent Chair of the Board be a Faculty Director or at-large director). The Parent Chair shall be elected from among the Parent Directors by the Voting Members at the annual meeting of the Members, provided that no member of the Horizons faculty is eligible to vote in the election of the Parent Chair.

(b) Vice-Chairs. The vice-chair or vice-chairs shall assist the Parent Chair and shall perform such duties as may be assigned to them by the Parent Chair or by the Board of Directors. The vice-chair (or if there is more than one, then the vice-chair designated by the Board of Directors, or if there be no such designation, then the vice-chairs in order of their election) shall, at the request of the Parent Chair, or in the Parent Chair's absence or inability or refusal to act, perform the duties of the Parent Chair or the Board and when so acting shall have all the powers of and be subject to all the restrictions on the chair.

(c) Secretary. The secretary shall (i) keep the minutes of the proceedings of the Members, the Board of Directors and any committees of the Members or the Board; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of Horizons; (iv) keep at Horizons' registered office or principal place of business within the City of Boulder, Colorado a record containing the names and addresses of all the Members; and (v) in general, perform all duties

incident to the office of secretary and such other duties as from time to time may be assigned to such office by the Parent Chair or by the Board of Directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

(d) Treasurer. The treasurer shall (i) be the chief financial officer of Horizons and have the care and custody of all its funds, securities, evidences of indebtedness and other personal property and deposit the same in accordance with the instructions of the Board of Directors; (ii) receive and give receipts and acquittances for moneys paid in on account of Horizons, and pay out of the funds on hand all bills, payrolls and other just debts of Horizons of whatever nature upon maturity; (iii) unless there is a controller, be the principal accounting officer of Horizons and as such prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state and federal tax returns and related documents, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the Parent Chair and the Board of Directors statements of account showing the financial position of Horizons and the results of its operations; (iv) monitor compliance with all requirements imposed on Horizons as a tax-exempt organization described in section 501 (c)(3) of the Internal Revenue Code; (v) upon request of the Board, make such reports to it as may be required at any time; and (vi) perform all other duties incident to the office of treasurer and such other duties as from time to time may be assigned to such office by the Parent Chair or the Board of Directors. Assistant treasurers, if any, shall have the same powers and duties, subject to the supervision by treasurer.

(e) Principal. The Principal shall, subject to the direction and supervision of the Board of Directors, (i) together with the Parent Chair, preside at all meetings of the Members and of the Board of Directors; (ii) be the chief operating officer of Horizons with general responsibility for all day-to-day operations of Horizons; (iii) propose, prepare and present to the Board of Directors specific programs and activities that will further Horizons' purposes; (iv) direct and supervise the implementation of the programs and activities approved by the Board of Directors; and (v) perform all other duties and responsibilities as from time to time may be assigned to the Principal by the Board of Directors.

Section 5.7 Surety Bonds. The Board of Directors may require any officer or agent of Horizons to execute to Horizons a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of such person's duties and for the restoration to Horizons of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to Horizons.

ARTICLE VI.

FIDUCIARY MATTERS

Section 6.1 Indemnification.

(a) Scope of Indemnification. Horizons shall indemnify each director, officer, employee and volunteer of Horizons to the fullest extent permissible under the laws of the State of Colorado and may in its discretion purchase insurance insuring its obligations hereunder or

otherwise protecting the persons intended to be protected by this Section 5.1. Horizons shall have the right, but shall not be obligated, to indemnify any agent of Horizons not otherwise covered by this Section 5.1 to the fullest extent permissible under the laws of the State of Colorado and, in any event, to the full extent provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

(b) Savings Clause; Limitation. If any provision of the Act or these bylaws dealing with indemnification shall be invalidated by any court on any ground, then Horizons shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of the Act or these bylaws that shall not have been invalidated. Notwithstanding any other provision of these bylaws, Horizons shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of Horizons as an organization described in section 501(c)(3) of the Internal Revenue Code, or that would result in the imposition of any liability under either section 4941 or section 4958 of the Internal Revenue Code.

Section 6.2 General Standards of Conduct for Directors and Officers.

(a) Discharge of Duties. Each director shall discharge the director's duties as a director, including the director's duties as a member of a committee of the Board, and each officer with discretionary authority shall discharge the officer's duties under that authority (i) in good faith; (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the director or officer reasonably believes to be in the best interests of Horizons.

(b) Reliance on Information, Reports, Etc. In discharging duties, a director or officer is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (i) one or more officers or employees of Horizons whom the director or officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a public accountant or another person as to matters the director or officer reasonably believes are within such person's professional or expert competence; or (iii) in the case of a director, a committee of the Board of Directors of which the director is not a member if the director reasonably believes the committee merits confidence. A director or officer is not acting in good faith if the director or officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 5.2(b) unwarranted.

(c) Liability to Corporation or Its Members. A director or officer shall not be liable as such to Horizons or its Members for any action taken or omitted to be taken as a director or officer, as the case may be, if, in connection with such action or omission, the director or officer performed the duties of the position in compliance with this Section 5.2.

(d) Director Not Deemed to Be a "Trustee". A director, regardless of title, shall not be deemed to be a "trustee" within the meaning given that term by trust law with respect to Horizons or with respect to any property held or administered by Horizons including,

without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

Section 6.3 Conflicts of Interest.

(a) Definition. A conflict of interest arises when any “responsible person” or any “party related to a responsible person” has an “interest adverse to Horizons.” A “responsible person” is any individual in a position to exercise substantial influence over the affairs of Horizons, and specifically includes, without limitation, directors and officers of Horizons. A “party related to a responsible person” includes his or her extended family (including spouse, ancestors, descendants and siblings, and their respective spouses and descendants), an estate or trust in which the responsible person or any member of his or her extended family has a beneficial interest or a fiduciary responsibility, or an entity in which the responsible person or any member of his or her extended family is a director, trustee or officer or has a financial interest. “An interest adverse to Horizons” includes any interest in any contract, transaction or other financial relationship with Horizons, and any interest in an entity whose best interests may be impaired by the best interests of Horizons including, without limitation, an entity providing any goods or services to or receiving any goods or services from Horizons, an entity in which Horizons has any business or financial interest, and an entity providing goods or services or performing activities similar to the goods or services or activities of Horizons.

(b) Disclosure. If a responsible person is aware that Horizons is about to enter into any transaction or make any decision involving a conflict of interest, (a “conflicting interest transaction”), such person shall: (i) immediately inform those charged with approving the conflicting interest transaction on behalf of Horizons of the interest or position of such person or any party related to such person; (ii) aid the persons charged with making the decision by disclosing any material facts within the responsible person’s knowledge that bear on the advisability of Horizons entering into the conflicting interest transaction; and (iii) not be entitled to vote on the decision to enter into such transaction.

(c) Approval of Conflicting Interest Transactions. Horizons may enter into a conflicting interest transaction provided either:

(i) The material facts as to the responsible person’s relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board of Directors or to a committee of the Board of Directors that authorizes, approves or ratifies the conflicting interest transaction, and the Board or committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors on the Board or committee, even though the disinterested directors are less than a quorum; or

(ii) The material facts as to the responsible person’s relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Members, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the Members entitled to vote thereon; or

(iii) The conflicting interest transaction is fair as to Horizons.

(d) Compensation Matters. The Board of Directors may from time to time be required to make determinations which may affect the compensation or benefits paid to Horizons' employees, including Licensed Teachers. Pursuant to Article VI of Horizons' articles of incorporation, no part of the income or principal of Horizons may inure to the benefit of, or be distributed to, any director or officer of Horizons or any other private individual, except as permitted by § 501(c)(3) of the Internal Revenue Code. In order to ensure compliance with such provision, the following procedures shall be followed by the Board of Directors with respect to any such decisions involving the compensation or benefits paid to the employees of Horizons:

(i) The Board of Directors shall obtain and rely on appropriate data comparing compensation paid by similar organizations prior to making its determination. Such data may include compensation data for public, private and charter schools, and be published or otherwise provided by reliable sources.

(ii) The Faculty Directors may provide preliminary input to the Board of Directors regarding compensation matters, including assisting the Board of Directors with obtaining and evaluating the third-party data identified in Section 5.3(d)(i) above. However, it is acknowledged that the Faculty Directors may have an actual or potential conflict of interest with respect to the determination of compensation or benefits to be provided to Horizon's faculty and staff, and therefore the Faculty Directors may not participate in the final deliberations or determination made by the Board of Directors with respect to such compensation matters. The Board of Directors shall adequately and contemporaneously document the basis for its determination with respect to any such matters.

(iii) The foregoing procedures shall automatically be modified from time to time to comply with best practices and procedures established by the Internal Revenue Service to enable Horizons to rely on any rebuttable presumptions established by the Internal Revenue Service with respect to compensation and matters of private inurement.

Section 6.4 Liability of Directors for Unlawful Distributions.

(a) Liability to Corporation. A director who votes for or assents to a distribution made in violation of the Act or the articles of incorporation of Horizons shall be personally liable to Horizons for the amount of the distribution that exceeds what could have been distributed without violating the Act or the articles of incorporation if it is established that the director did not perform the director's duties in compliance with the general standards of conduct for directors set forth in Section 5.2.

(b) Contribution. A director who is liable under Section 5.4(a) for an unlawful distribution is entitled to contribution: (i) from every other director who could be liable under Section 5.4(a) for the unlawful distribution; and (ii) from each person who accepted the distribution knowing the distribution was made in violation of the Act or the articles of incorporation, to the extent the distribution to that person exceeds what could have been distributed to that person without violating the Act or the articles of incorporation.

Section 6.5 Loans to Directors and Officers Prohibited. No loans shall be made by Horizons to any of its directors or officers. Any director or officer who assents to

or participates in the making of any such loan shall be liable to Horizons for the amount of such loan until the repayment thereof.

ARTICLE VII.

RECORDS OF THE CORPORATION

Section 7.1 Minutes, Etc. Horizons shall keep as permanent records minutes of all meetings of the Members and the Board of Directors, a record of all actions taken by the Members or the Board of Directors without a meeting, a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of Horizons, and a record of all waivers of notices of meetings of the Members and of the Board of Directors or any committee of the Board of Directors.

Section 7.2 Accounting Records. Horizons shall maintain appropriate accounting records.

Section 7.3 Membership List. Horizons, or its agent, shall maintain a record of the Voting Members in a form that permits preparation of a list of the names and addresses of the Voting Members in alphabetical order.

Section 7.4 Records In Written Form. Horizons shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

Section 7.5 Records Maintained at Principal Office. Horizons shall keep a copy of each of the following records at its principal office:

- (a) The articles of incorporation;
- (b) These bylaws;
- (c) Resolutions adopted by the Board of Directors relating to the characteristics, qualifications, rights, limitations and obligations of the Members or any class of the Members;
- (d) The minutes of all meetings of the Members, and records of all action taken by the Members without a meeting, for the past three (3) years;
- (e) All written communications within the past three (3) years to the Members generally as the Members;
- (f) A list of the names and business or home addresses of the current directors and officers;
- (g) A copy of the most recent corporate report delivered to the Colorado secretary of state;

(h) All financial statements prepared for periods ending during the last three (3) years that a Member could have requested under Section 6.6(c) or Section 8.6;

(i) Horizons' application for recognition of exemption and the tax-exemption determination letter issued by the Internal Revenue Service; and

(j) All other documents or records required to be maintained by Horizons at its principal office under applicable law or regulation.

(k) Financial Statements. Upon the written request of any Member, Horizons shall mail to such Member its most recent annual financial statements, if any, and its most recently published financial statements, if any, showing in reasonable detail its assets and liabilities and results of its operations.

(l) Membership List.

(i) Preparation of Membership List and Public List of Members. After fixing a record date for a notice of a meeting or for determining the Voting Members entitled to take action by written ballot, Horizons shall prepare an alphabetical list of the names of all Members who are entitled to notice of, and to vote at, the meeting or to participate in such action by written ballot. The list shall show the address of each Voting Member entitled to notice of, and to vote at, the meeting or to take such action by written ballot. Horizons shall also prepare a public informational version of this list (the "Public List of Voting Members") which excludes any parent who has not given permission to have their name and address treated a "directory information" under the Family Educational Rights and Privacy Act, or FERPA.

(ii) Right of Inspection. If prepared in connection with a meeting of the Members, the Public List of Members shall be available for inspection by any Voting Member, beginning the earlier of ten (10) days before the meeting for which the list was prepared or two (2) business days after notice of the meeting is given and continuing through the meeting, and any adjournment thereof, at Horizons' principal office or at a place identified in the notice of the meeting in the city where the meeting will be held. Horizons shall make the membership list available at the meeting, and any Member entitled to vote at the meeting is entitled to inspect the Public list of Members at any time during the meeting or any adjournment. If prepared in connection with action to be taken by the Members by written ballot, the Public List of Members shall be available for inspection by any Member entitled to cast a vote by such written ballot, beginning on the date that the first written ballot is delivered to the Members and continuing through the time when such written ballots must be received by Horizons in order to be counted, at Horizons' principal office. A Member entitled to vote at the meeting or by such written ballot is entitled upon written demand to inspect and, subject to the requirements these bylaws and applicable law, during regular business hours, at the Member's expense, and during the period it is available for inspection.

(m) Scope of Members' Inspection Rights.

(i) Agent or Attorney. The Member's duly authorized agent or attorney has the same inspection and copying rights as the Member.

(ii) Right to Copy. The right to copy records under this Article VI includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic or other means.

(iii) Reasonable Charge for Copies. Except for requests for financial statements pursuant to Section 6.6(c), Horizons may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to a Member. The charge may not exceed the amount permitted by law.

(iv) Litigation. Nothing in this Article VI shall limit the right of a Member to inspect records to the same extent as any other litigant if the Member is in litigation with Horizons, or the power of a court to compel the production of corporate records for examination.

ARTICLE VIII.

AMENDMENT OF BYLAWS

Section 8.1 Amendment of Bylaws by Board of Directors. Subject to the specific requirements for amendment of certain bylaws as set forth herein, the Board of Directors may amend the bylaws at any time to add, change, or delete a provision, unless:

(a) The Act or the articles of incorporation reserve such power exclusively to the Members in whole or part; or

(b) A particular provision of these bylaws expressly prohibits the Board of Directors from doing so; or

(c) Such addition, change or deletion would result in a change of the rights, privileges, preferences, restrictions or conditions of a membership class as to voting, dissolution, redemption or transfer or by changing the rights, privileges, preferences, restrictions or conditions of another class of Members.

Section 8.2 Amendment of Bylaws by Members. Subject to the specific requirements for amendment of certain bylaws as set forth herein, the Members may amend the bylaws even though the bylaws may also be amended by the Board of Directors. In such an instance, the amendment shall be adopted as follows:

(a) Proposal. The Board of Directors may propose an amendment to the bylaws for submission to the Members, or twenty-five percent (25%) of the Members may propose an amendment on their own initiative.

(b) Procedure for Adoption.

(i) Recommendation by Board of Directors. The Board of Directors shall recommend the amendment to the Members unless the amendment is proposed by the Members or unless the Board of Directors determines that, because of conflict of interest or other special circumstances, it should make no recommendation and communicates the basis for its determination to the Members with the amendment.

(ii) Approval by Members. Proposals recommended by the Board of Directors pursuant to Section 7.2(b)(i) and proposals made by the Members shall be submitted to the Members for action. The Members may approve, reject or take no action on the proposed amendment, in the manner set forth in Horizons' articles of incorporation.

(iii) Conditions. The proposing Board of Directors or the proposing Members may condition the effectiveness of an amendment to the bylaws on any basis.

(iv) Notice. The notice of the meeting of the Members at which the amendment will be proposed shall state that the purpose, or one of the purposes, of the meeting is to consider the amendment, and the notice shall contain or be accompanied by a copy or a summary of the amendment.

Section 8.3 Changing Quorum or Voting Requirement for Members. An amendment to the bylaws to add, change or delete a lesser or greater quorum or a greater voting requirement for the Members shall meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever are greater. A bylaw that fixes a lesser or greater quorum or a greater voting requirement for the Members pursuant to this Section 7.3 shall not be amended by the Board of Directors.

Section 8.4 Changing Quorum or Voting Requirement for Directors. A bylaw that fixes a greater quorum or voting requirement for the Board of Directors may be amended only by the Members, if adopted by the Members, or either by the Members or by the Board of Directors, if adopted by the Board of Directors. A bylaw adopted or amended by the Members that fixes a greater quorum or voting requirement for the Board of Directors may provide that it may be amended only by a specified vote of either the Members or the Board of Directors. Action by the Board of Directors under this Section 7.4 to adopt or amend a bylaw that changes the quorum or voting requirement for the Board of Directors shall meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirement then in effect or proposed to be adopted, whichever is greater.

ARTICLE IX.

MISCELLANEOUS

Section 9.1 Fiscal Year. The "Fiscal Year" of Horizons shall begin on the 1st day of July and end on the last day of June each year. Notwithstanding the foregoing, the Board of Directors may change the Fiscal Year from time to time as may be required by the

District or its Charter Contract (as each such term is defined in Horizons' articles of incorporation).

Section 9.2 Conveyances and Encumbrances. Property of Horizons may be assigned, conveyed or encumbered by such officers of Horizons as may be authorized to do so by the Board of Directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of Horizons shall be authorized only in the manner prescribed by applicable statute.

Section 9.3 Designated Contributions. Horizons may accept any contribution, gift, grant, bequest or devise that is designated, restricted or conditioned by the donor, provided that the designation, restriction or condition is consistent with Horizons' general tax-exempt purposes. Donor-designated contributions will be accepted for special funds, purposes or uses, and such designations generally will be honored. However, Horizons shall reserve all right, title and interest in and to and control over such contributions and shall have authority to determine the ultimate expenditure or distribution thereof in connection with any such special fund, purpose or use. Further, Horizons shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used exclusively to carry out Horizons' tax-exempt purposes.

Section 9.4 References to Internal Revenue Code. All references in these bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

Section 9.5 Principles of Construction. Words in any gender shall be deemed to include the other gender; the singular shall be deemed to include the plural and vice versa; the words "pay" and "distribute" shall also mean assign, convey and deliver; and the table of contents, headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of these bylaws.

Section 9.6 Open Meetings Law. Horizons shall comply with the provisions of the Colorado Open Meetings Law, C.R.S. §§ 24-6-401 et seq., or any successor law, in all of its activities. Public notice of all regular and special meetings of the Members and the Board of Directors shall be given and posted in accordance with applicable law.

Section 9.7 Severability. The invalidity of any provision of these bylaws shall not affect the other provisions hereof, and in such event these bylaws shall be construed in all respects as if such invalid provision were omitted.

(END)

AMENDED BYLAWS CERTIFICATE

The undersigned certifies that (s)he is the Secretary of Horizons K-8 School Inc., a Colorado nonprofit corporation, and that, as such, the undersigned is authorized to execute this certificate on behalf of said corporation, and further certifies that attached hereto is a complete and correct copy of the presently effective bylaws of said corporation.

Dated: ____, 2019.

Secretary

EXHIBIT D
CHARTER SCHOOL CONTRACT
Horizons K-8 Charter School
Funding Package

District Provided Revenues:

	<u>2026-27 Budgeted Per Pupil Amount</u>
Per Pupil Revenue (PPR) - School Finance Act Funding Formula (Horizons calculated K-8 PPR)	\$ 11,911.00
Budget Override 1991 - 95% allocation	255.98
Budget Override 1998 - 95% allocation	381.30
Budget Override 2002 - 95% allocation	543.68
Budget Override 2005 - 95% allocation based on actual Transportation expenditures up to limit*	261.85
Budget Override 2010 - 95% allocation	1,854.75
Operation and Technology Mill - 95% allocation	1,459.98

*Horizons must complete the CDE-40 Transportation CDE process to be eligible for any portion of the Override 2005

Categorical Sources:

Special Education (State Reimbursement)	519.40
Special Education (State Reimbursement) - calculated annual percentage Charter is below parity	-30.14
Special Education (State Reimbursement) - net to Charter adjusted annually	489.26
English Language Proficiency Act ("ELPA")	28.72
English Language Proficiency Act ("ELPA") - calculated annual percentage Charter is below parity	-21.58
English Language Proficiency Act ("ELPA") - net to Charter adjusted annually	7.14

Categorical Sources:

State READ Act Funding - per pupil of READ students (or services could be provided by BVSD in lieu of per pupil)	560.72
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Purchased Service Categories and Allocated Costs:

<u>Item No.</u>	<u>Title</u>	<u>General Description</u>	<u>Applicability</u>	<u>Per Pupil Operating Cost Based Upon 2026-27 Budget</u>
1.	Central Administrative Overhead Costs	Includes statutory General Admin - Support (2300's); General Admin - Business admin only jobs (2500's); and General Admin - Central admin only jobs (2800's)	Purchased Services \$	374.24
2.	Special Education**	Special Education -Central including Administration including Directors	Purchased Services	1022.54
		Special Education - Moderate Need Student Programming**	Purchased Services	82.00
		Special Education - Moderate Need Student Programming - annual School parity - credit***	Purchased Services	-77.71
		Special Education - School Programs Resource	Purchased Services	909.99
		Special Education - School Programs Resource - annual School parity - credit	Purchased Services	-852.97
		Special Education - School Programs Intensive	Purchased Services	258.98
		Special Education - School Programs Intensive - annual School parity - credit	Purchased Services	-245.44
		Social Worker	Purchased Services	41.32
		Nursing Services - 30%	Purchased Services	4.91
3.	English as Second Language	ELL - Central	Purchased Services	28.55
		ELL - Schools	Purchased Services	343.10
		ELL - Schools - annual School parity - credit	Purchased Services	(85.33)
4.	Education Center	Educational Center costs (Ed Center building)	Purchased Services	9.93
5.	Miscellaneous Legal Obligations	ADA/504 Services	Purchased Services	8.38
		Nursing Services - 70%	Purchased Services	26.71
		Greeley Detention Center	Purchased Services	4.58
		Homebound/Hospital	Optional Services	2.61
6.	Business Services	Includes applicable Budget Services, Finance and Accounting	Purchased Services	189.50
		Human Resources - Automated Data Exchange compliance - 15% of expense	Purchased Services	8.25

<u>Item No.</u>	<u>Title</u>	<u>General Description</u>	<u>Applicability</u>	<u>Per Pupil Operating Cost Based Upon 2026-27 Budget</u>
7.	Information Technology	Information Systems Services-including Tech Support Computer Replacement	Purchased Services Optional Services	426.66 55.00
8.	Research and Evaluation	Includes materials and scoring for norm-based testing performed by the School District and District wide surveys and reporting, as well as CSAP administration and reporting to fulfill school accountability reporting requirements.	Purchased Services	48.35
9.	Learning Services	Induction	Optional Services	<i>If department is not at capacity</i>
10.	Transportation	Provided at the external mileage and hourly rate	Optional Services	External Rate
11.	Insurance Package	Includes employee insurance, unemployment insurance, workers compensation, and all other insurance coverage's funded through the Risk Management Fund.	Purchased Services	234.41
12.	Gifted and Talented	GT Academic Fairs and Contests Administration of GT Programs	Optional Services Optional Services	0.69 18.72
13.	Communication Services	Communication (includes cable TV) Translation services	Purchased Services Optional Services	22.50 39.05
14.	Human Resources	Recruitment Sub Office	Optional Services Optional Services	20.77 5.41
15.	Site Related Costs	District wide Maintenance and Operations Utilities School Safety Advocates Security Custodial Support Planning Services Telecommunications Capital Reserve Fund BEST Capital Renewal - not per pupil - \$5K is removed from total site related costs	Purchased Services Purchased Services Optional Services Purchased Services Optional Services Purchased Services Purchased Services Purchased Services Purchased Services	429.21 362.34 69.30 81.61 497.43 8.34 18.51 106.94 -5000.00
16.	Student Enrollment	Open Enrollment and Student Data Compliance	Purchased Services	38.99
17.	Professional Development	Staff Professional Development	Optional Services	12.41

**Special Education - Moderate Need Student Programming - Central (Pilot Program). Will transition to a school based cost as the program completes roll-out in 2027-2028 or later;

***Special Education - Moderate Need Student Programming - annual School parity - credit - Central (Pilot Program)

EXHIBIT D - ESTIMATION OF PARITY FOR 2026-2027 BUDGET

ELL - OCT COUNT	Total	Oct Count	% of Group	% Below District	% of District	26-27 Students
Horizons - NEP/LEP/M1/M2	368	6	1.6%	75%	25%	375
District - NEP/LEP/M1/M2	26,632	1,746	6.6%			
				Cost	Credit	
Schools		\$ 343.10		\$ 257.77	\$ 85.33	
Central		\$ 28.95		\$ 28.95	\$ -	
ELPA Revenue		\$ (28.72)		\$ (21.58)	\$ (7.14)	
SpEd - DEC COUNT	Total Dec Count	Dec Count	% of Group	% Below District	% of District	
Horizons Resource*	370	38	10.3%	6%	94%	
Horizons Intensive**	370	14	3.8%	5%	95%	
District Resource*	26,650	2,920	11.0%			
District Intensive**	26,650	1,064	4.0%			
				Cost	Credit	
Resource		\$ 909.99		\$ 57.02	\$ 852.97	
Moderate Needs***		\$ 82.00		\$ 4.29	\$ 77.71	
Intensive		\$ 258.98		\$ 13.54	\$ 245.44	
Central		\$ 1,022.54		\$ 1,022.54	\$ -	
Resource Rev		\$ (287.92)		\$ (18.04)	\$ (269.88)	
Intensive Rev		\$ (231.47)		\$ (12.10)	\$ (219.37)	

* Identified as Tier A Students less Tier B Students

** Identified as Tier B Students

*** Identified as Tier B Students

**** Value of Staffing is reimbursed on what charter pays teacher up to what we would place on BVSD salary table

This model sunsets getting an allocation from District for teacher FTE.

Central itinerant allocation is still made.

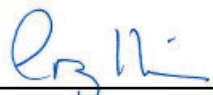
Coverage Binder

This binder is a temporary coverage contract.

Member: BOULDER VALLEY SCHOOL DISTRICT RE-2
Attention: David Janak
Mailing Address: PO BOX 9011, BOULDER, CO 80301
Policy Number: 0702-26-00052
Binder Term: 07/01/2026 to 09/29/2026 12:01 a.m. MST to 12:01 a.m. MST
Policy Period: 07/01/2026 to 07/01/2027 12:01 a.m. MST to 12:01 a.m. MST

Coverage Forms		Limits	Deductibles
School Entity Liability (SEL) <i>Occurrence Form</i>	Each Occurrence, School Leaders Wrongful Act or Employment Wrongful Act Annual Aggregate - Shared SEL & SAM Medical Payments (Any One Person/Any One Accident)	\$10,000,000 \$15,000,000 \$1,000/\$10,000	\$10,000
Sexual Abuse and Molestation Liability (SAM) <i>Claims-Made Form</i>	Each Molestation Claim Annual Aggregate - Shared SEL & SAM	\$10,000,000 \$15,000,000	\$10,000
Employee Benefits Liability <i>Claims-Made Form</i>	Each Employee Benefits Liability Claim Annual Aggregate	\$ 250,000 \$ 500,000	\$10,000
School Auto	Auto Liability Each Accident Medical Payments (Per Person/Per Accident) Auto Physical Damage Auto Terminal (Per Auto/Per Occurrence)	\$ 2,000,000 \$5,000/\$500,000 PER VEHICLE SCHEDULE PER VEHICLE SCHEDULE	\$10,000 \$100,000 \$1K/\$10K
Property <i>Special Form</i> <i>Subject to \$1,000,000,000 CSDSIP Per Occurrence Limit, CSDSIP Sublimits of \$100,000,000 Flood & \$100,000,000 Earth Movement Per Occurrence & Annual Aggregate Limit</i>	Per Occurrence Limit Per Occurrence Deductible/All Other Peril Deductible Windstorm or Hail Per Occurrence Deductible Damage to Premises Rented to You Garage Operations (Per Vehicle/Per Occurrence)	\$1,000,000,000 \$500,000 \$150,000	\$100,000 No Separate Deductible Applies \$100,000 \$500/\$1K
Equipment Breakdown	Breakdown	\$250,000,000	\$10,000
School Crisis Act	Each School Crisis Act Pool Annual Aggregate	\$ 250,000 \$ 250,000	\$0
Primary Crime	Per Occurrence	\$100,000	\$500

If you have been approved for coverage for any of our Supplementary Coverages including Excess Crime, NCB, Pollution and/or Cyber Coverage, we will send you these Coverage Binders separately


 Craig Hein, Assistant Executive
 Director/General Counsel

Supplementary Coverage Summary of Your Financial Responsibility

Member: BOULDER VALLEY SCHOOL DISTRICT RE-2
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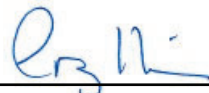
This document is to provide you with a statement of the Member's financial responsibility for the Supplementary Coverages that you bound coverage with for this policy period.

Supplementary Coverages (with the exception of Primary Crime) are issued by and insured under insurance policies provided by third-party insurance companies. They are stand-alone insurance policies with their own Declarations Page, Conditions, Insuring Agreements, and Endorsements. Those stand-alone policies are issued to CSDSIP and may show a limit or deductible different from what you are provided by us. Your limits and deductible or retention are what is shown on this document.

Participating insurance companies underwrite each supplemental coverage based upon the information you provided during the Renewal process. Members who successfully submitted the application and have been approved by the participating insurance company receive Supplementary Coverages as part of your CSDSIP annual contribution. Coverage is provided only if an amount is shown in the Limits section of the Supplementary Coverage. If the section reads "No Coverage", the coverage does not apply to you.

Supplementary Coverage		Limits	Deductible or Retention
Excess Crime	Per Occurrence	\$1,000,000	CSDSIP's Primary Crime Limit
Nuclear, Chemical, Biological, Biochemical Acts of Terrorism <i>Claims-Made Form</i>	CSDSIP's Pool Limits NCBR NCBR Liability	\$10,000,000 TIV up to \$10,000,000 \$10,000,000	\$100,000 \$10,000
Pollution <i>Claims-Made Form</i>	CSDSIP's Pool Limits Maximum Member Annual Aggregate Limit Each Pollution Condition	\$10,000,000 \$1,000,000 \$1,000,000	Retention \$50,000
Cyber <i>Claims-Made Form</i>	CSDSIP's Pool Limits Maximum Member Annual Aggregate Limit Each and Every Claim	\$10,000,000 \$1,000,000 \$1,000,000	Retention \$50,000

If you have been approved for coverage for any of our Supplementary Coverages including Excess Crime, Pollution and/or Cyber coverage, we will send you these Coverage Binders separately.


 Craig Hein, Assistant Executive
 Director/General Counsel

A Policies: Foundations and Basic Commitments			Horizons 2026 Contract Request	BVSD Staff Recommendation
AA	School District Legal Status	Non-Automatic	no waiver requested	
AC	Nondiscrimination/Equal Opportunity	Non-Automatic	no waiver requested	
AC-E1	Nondiscrimination/Equal Opportunity (Notice for District and School Publications)	Non-Automatic	no waiver requested	
AC-E2	Nondiscrimination/Equal Opportunity (Complaint/Grievance Form)	Non-Automatic	no waiver requested	
AC-E3	Guidelines Regarding the Support of Students and Staff who are Transgender and/or Gender Nonconforming (Exhibit)	Non-Automatic	no waiver requested	
AC-E4	Gender Transition Plan (Exhibit)	Non-Automatic	no waiver requested	
AC-E5	Gender Support Plan (Exhibit)	Non-Automatic	no waiver requested	
AC-E6	Student Gender, First Name, and/or Middle Name Change Request Form (Exhibit)	Non-Automatic	no waiver requested	
AC-R	Nondiscrimination/Equal Opportunity (Complaint/Grievance and Compliance Process) (Regulation)	Non-Automatic	no waiver requested	
AC-R-2	Sexual Harassment Investigation Procedures and Grievance Process (Title IX)	Non-Automatic	no waiver requested	
AD	School District Mission	Non-Automatic	AD	approve
ADC	Tobacco Free Schools	Non-Automatic	no waiver requested	
ADD	Safe Schools	Non-Automatic	no waiver requested	
ADE	Schools of Choice	Not Waivable		
ADF	Wellness Policy: Nutritional and Physical Activity	Non-Automatic	no waiver requested	
ADF-R	Wellness Policy: Nutritional and Physical Activity (Regulation)	Non-Automatic	no waiver requested	
AE	Accountability/Commitment to Accomplishment (Including District Accountability Committee and School Accountability Committees)	Non-Automatic	Accountability/Commitment to Accomplishment	approve; while replacement policy content does not address the same elements of BVSD policy, it reflects the Horizons' approach

AE-R	Accountability/Commitment to Accomplishment (District Accountability Committee and School Accountability Committees) (Regulation)	Non-Automatic	Accountability/Commitment to Accomplishment	approve; while replacement policy content does not address the same elements of BVSD policy, it reflects the Horizons' approach
AED	Accreditation	Not Waivable		
AEE	Waiver of State Law and Regulation	Not Applicable	no waiver requested	
AN	Neurodiversity Philosophy	Non-Automatic	no waiver requested	
B Policies: Board Governance and Operations				
BA	School Board Powers and Responsibilities	Not Applicable		
BAM	School Board Meetings	Non-Automatic	no waiver requested	
BC	School Board Member Conduct and Conflict of Interest	Non-Automatic	no waiver requested	
BC-E	School Board Member Guiding Principles and Norms	Not Applicable		
BCA E2	Board Member Code of Ethics (Exhibit)	Not Applicable		
BCE	Code of Ethics for School Board Members	Not Applicable		
BDF	Advisory Committee	Not Applicable		
BDFA	District Personnel Performance Evaluation Council	Not Applicable		
BDFB	Career and Technical Advisory Council	Not Applicable		
BDFD	District Drug Abuse Education and Prevention Advisory Council	Not Applicable		
BDFE	Community Bond Oversight Committee	Not Applicable		
BDFF	Long Range Advisory Committee	Not Applicable		
BDFG	Audit Committee	Not Applicable		
BDG	School District Attorney	Not Applicable		
BIC	School Board Member Insurance and Compensation	Not Applicable		
BMEA	Electronic Participation in School Board Meetings	Not Applicable		
BMES	Executive Sessions	Not Applicable		
BMO	Board Organizational Meeting	Not Applicable		
BMPP	Public Participation at School Board Meetings	Not Applicable		
BO	Board Officers	Not Applicable		

BP	School Board Policy	Not Applicable		
BT	School Board Member Development	Not Applicable		
C Policies: General School Administration				
CBA-CBC	Powers and Responsibilities of Superintendent	Not Applicable		
CBE	Superintendent Employment and Evaluation	Not Applicable		
CE	School Building Administration (And Principalship)	Not Applicable		
D Policies: Finances				
DB	Annual Budget	Non-Automatic	Annual Operating Budget; Budget Transfers	approve
DD	Grants Management	Non-Automatic	no waiver requested	
DEB	Loan Programs and Cooperative Funding Programs	Non-Automatic	no waiver requested	
DFA	Investments	Automatic		
DFB	Revenues from Licensing of School Facilities	Automatic		
DG	Depository of Funds/Authorized Signatures	Non-Automatic	Depository of Funds/Authorized Signatures	approve
DH	Bonded Employees	Non-Automatic	no waiver requested	
DI	Accounting and Inventorying	Non-Automatic	Fiscal Accounting and Reporting	approve
DIE	Audits	Automatic		
DJ-DJE	Purchasing and Contracting	Non-Automatic	Purchasing and Contracting	Deny; BVSD does not have capacity to review all Horizons contracts over \$5000; Replacement policy needs to require independent compliance with federal and state law
DLA	Payroll Procedures and Salary Deductions	Automatic		
DLC	Employee Expense Reimbursements	Not Applicable	no waiver requested	
DN	Property Disposal Procedures	Non-Automatic	no waiver requested	
E Policies: Support Services				
EB	Risk Management Program	Automatic		
EB-R	Risk Management Program (Regulation)	Automatic		
EB-R2	Accident Prevention and Procedures (Regulation)	Automatic		

EBBA	Prevention of Disease/Infection Transmission (Handling Body Fluids)	Not Waivable		
EBBA-R	Prevention of Disease/Infection Transmission (Regulation) (Handling Body Fluids & Substances)	Not Waivable		
EBBD	Hazardous Materials Policy	Not Waivable		
EBBD-R	Hazardous Materials Procedures (Regulation)	Not Waivable		
EBCE	School Closings and Delays	Automatic		
ECA	Buildings and Grounds Security	Non-Automatic	no waiver requested	
ECAA	Access to Schools, Buildings, and Grounds	Non-Automatic	no waiver requested	
ECAA-R	Access to Buildings (And Key Control) (Regulation)	Non-Automatic	no waiver requested	
ECB	Operations and Maintenance	Non-Automatic	no waiver requested	
ECF	Environmental Sustainability	Non-Automatic	no waiver requested	
EDA	Resources Management and Use	Automatic		
EEA	Student Transportation Services	Automatic		
EEAA	Walkers and Riders	Automatic		
EEADA	Use of School Vehicles by Community Groups	Automatic		
EEAE	Student Transportation in Private Vehicles			
EEAEAA	Controlled Substance and Alcohol Testing	Non-Automatic	no waiver requested	
EF	Food Services Management	Automatic		
EF-R	Food Services Management (Regulation)	Automatic		
EFA	Healthy Food Choices	Automatic		
EFA-R	BVSD Healthy Food Guidelines (Regulation)	Automatic		
EGAAA	Duplication of Copyrighted Material	Automatic		
EGAAA- E1	Duplication of Copyrighted Materials Guidelines (Exhibit)	Automatic		
EGAAA- E2	Duplication of Copyrighted Materials (Exhibit)	Automatic		
EGAAA- E3	Parent Permission for Classroom Videotape Viewing (Exhibit)	Automatic		
EGAAA- R	Reproduction and Use of Copyrighted Materials (Non-Print and Print) (Regulation)	Automatic		
EGAEA	Electronic Communications	Non-Automatic	no waiver requested	
EGAEA- R	Staff Use of Electronic Mail (Regulation)	Non-Automatic	no waiver requested	
EHCA	Web and Internet Publishing	Automatic		
EHCA-R	Web and Internet Publishing (Regulation)	Automatic		

EI	Insurance Management	Automatic		
EIB	Liability Insurance	Automatic		
F Policies: Facilities Development				
FA-FB	Facilities Goals and Planning	Not Applicable		
FE	Naming of Facilities	Not Applicable		
FM	Real Property Management	Not Applicable		
G Policies: Personnel				
GBA	Open Hiring/Equal Employment Opportunity	Automatic		
GBAA	Sexual Harassment	Non-Automatic	no waiver requested	
GBB	Staff Involvement in Decisionmaking	Automatic		
GBE-R	Staff Health and Safety Administrative Procedures for Dealing with Employees with Communicable and/or Life-Threatening Diseases(Regulation)	Automatic		
GBEA	Staff Ethics/Conflict of Interest	Non-Automatic	no waiver requested	
GBEA-R 2	Staff Protection (Regulation)	Automatic		
GBEB	Staff Conduct and Responsibilities	Non-Automatic	no waiver requested	
GBEB-1	Drug Free Workplace	Automatic		
GBEB-R	Staff Conduct and Responsibilities (Regulation)	Non-Automatic	no waiver requested	
GBEBA	Staff Member Dress	Automatic		
GBEBC	Staff Gifts	Automatic		
GBEE	Staff Use of District Technology, the Internet and Electronic Communications	Non-Automatic	no waiver requested	
GBEE-E -2	Staff Terms and Conditions for Assignment of District Technology Resources - Administrative Rights	Non-Automatic	no waiver requested	
GBEE-R	Staff Use of District Technology, the Internet, and Electronic Communications (Regulation)	Non-Automatic	no waiver requested	
GBG	Liability of School Personnel Staff Protection	Automatic		
GBGA	Staff Health	Automatic		
GBGAB	First Aid Training	Automatic		
GBGB	Staff Personal Security and Safety	Automatic		
GBGD	Workers Compensation	Automatic		
GBGF	FMLA Leave	Automatic		
GBI	Criminal History Record Information	Non-Automatic	no waiver requested	

GBJ	Personnel Records and Files	Automatic		
GBJA	Disclosure of Information to Prospective Employers	Automatic		
GBK	Staff Concerns Complaint Grievances	Automatic		
GBK-R	Staff Concerns Complaints Grievances (Regulation)	Automatic		
GCA	Professional Staff Positions	Automatic		
GCA-R	Professional Staff Positions (Regulation)	Automatic		
GCB	Professional Staff Contracts and Compensation Plans	Automatic		
GCBA-1	Professional Staff Salary Schedules, Teachers	Automatic		
GCBA-1-R	Professional Staff Salary Schedules, Teachers (Regulation)	Automatic		
GCBB	Professional Staff Supplementary Pay Plans	Automatic		
GCBC	Professional Staff Fringe Benefits	Automatic		
GCBC-R	Professional Staff Fringe Benefits (Regulation)	Automatic		
GCBD-1	Professional Staff Leaves and Absences, Teachers	Automatic		
GCBD-2	Professional Staff Leaves and Absences, Administrators	Automatic		
GCBE	Professional Staff Vacations and Holidays	Automatic		
GCC-GC D-1	Professional Staff Recruiting/Hiring, Teachers	Automatic		
GCC-GC D-1-R	Professional Staff Recruiting/Hiring, Teachers (Regulation)	Automatic		
GCC-GC D-2	Professional Staff Recruiting/Hiring, Administrators	Automatic		
GCC-GC D-3	Selection and Appointment of Administrators	Automatic		
GCC-GC D-4	Teachers and Administrators Professional Staff Background Checks	Automatic		
GCDA	Professional Staff Certification Responsibilities	Automatic		
GCEA-R	Arrangements for Professional Staff Substitutes (Regulation)	Automatic		
GCF	Professional Staff Orientation	Automatic		
GCG GCGA	Part-time and Substitute Professional Staff Employment_Qualifications of Substitute Staff	Automatic		
GCI	Professional Staff Assignments and Transfers	Automatic		
GCK	Professional Staff Work Load	Automatic		
GCL	Professional Staff Development Opportunities	Automatic		
GCN-2	Evaluation of Professional Staff Administrators	Automatic		
GCPB	Resignation of Professional Staff Members	Automatic		

GCPC	Retirement of Professional Staff Members	Automatic		
GCPCA	Voluntary Early Retirement of Professional Staff	Automatic		
GCPD	Suspension and Dismissal of Teachers (And Contract Nonrenewal)	Automatic		
GCPD-E 1	Suspension and Dismissal of Professional Staff Members (And Contract Nonrenewal), Teachers (Exhibit)	Automatic		
GCQC	Exchange Teaching	Automatic		
GCQE	Professional Staff Facilities	Automatic		
GDA-R	Support Staff Positions (Regulation)	Automatic		
GDB-GD BA	Support Staff Contracts and Compensation Plans/Salary Schedules	Automatic		
GDBB	Support Staff Supplementary Pay Plans (Overtime Pay)	Automatic		
GDBC	Support Staff Fringe Benefits	Automatic		
GDBD	Support Staff Leaves and Absences	Automatic		
GDBE	Support Staff Vacations and Holidays	Automatic		
GDC-GD D	Support Staff Recruiting/Hiring	Automatic		
GDC-GD D-2	Support Staff Background Checks	Automatic		
GDF	Support Staff Orientation (And Inservice Training)	Automatic		
GDG	Support Staff Probation	Automatic		
GDI	Support Staff Reassignments and Transfers	Automatic		
GDN	Evaluation of Support Staff	Automatic		
GDO	Support Staff Promotions	Automatic		
GDPC	Retirement of Support Staff Members	Automatic		
GDPC-R	Retirement of Support Staff Members (Regulation)	Automatic		
GDPCA	Voluntary Early Retirement of Support Staff	Automatic		
GDPD	Suspension and Dismissal of Support Staff Members	Automatic		
GDR	Employee Benefit Plans	Automatic		
H Policies: Negotiations				
HA	Negotiations Goals (Principles Guiding Negotiating Procedures)	Not Applicable		
HC	Scope of Negotiations	Not Applicable		
HD	School Board Negotiating Powers and Duties	Not Applicable		
HE	Board Negotiating Agents	Not Applicable		

HG	Method of Determining Staff Negotiating Organizations	Not Applicable		
HJ	Negotiations Procedures	Not Applicable		
HL-HM	Preliminary Disposition/Announcement of Final Negotiated Agreement	Not Applicable		
HN	Impasse Procedures	Not Applicable		
I Policies: Instruction				
IB	Academic Freedom	Automatic		
IC-ICA	School Year/School Calendar	Automatic		
IF	Curriculum Development and Revision	Automatic		
IF-E1	New Course Proposal	Not Applicable		
IF-R	Curriculum Development and Revision (Regulation)	Automatic		
IFB-E1	Administrative Guidelines for Planning Alternative Programs	Not Applicable		
IFB-E2	Request for New Courses or Major Modifications of Existing Programs	Not Applicable		
IGA	Basic Instructional Program	Automatic		
IGA-R	Basic Instructional Program (Regulation)	Automatic		
IGAC	Religion in the Schools	Non-Automatic	no waiver requested	
IGADB- R	Postsecondary Occupational Program (Regulation)	Automatic		
IGAE	Health Education	Non-Automatic	Health Education	Deny; Replacement policy is a short statement referencing BVSD Policy. As such, it does not include all elements required by state law.
IGAE-E	Health Education Program Parental Excusal Request (Exhibit)	Non-Automatic		
IGAE-R	HEALTH EDUCATION - Excusal Procedure	Non-Automatic	no waiver requested	
IGAG	Teaching About Alcohol, Tobacco and Other Drugs	Non-Automatic	no waiver requested	
IGBA	Programs for Students with Disabilities (Special Education)	Not Waivable		
IGCD	Postsecondary Concurrent Enrollment	Non-Automatic	no waiver requested	
IGCD-E 1	Postsecondary Enrollment Options Intent Form (Exhibit)	Non-Automatic	no waiver requested	
IGCD-E 2	Appeal Form for Denial of High School Credit for Postsecondary Course (Exhibit)	Non-Automatic	no waiver requested	

IGCD-R	Postsecondary Enrollment Options (Regulation)	Non-Automatic	no waiver requested	
IGDB	Student Publications	Automatic		
IGDJ	Interscholastic Athletics and Activities	Automatic		
IGDJA	Interscholastic Athletics and Extracurricular Activities	Automatic		
IGDJA- E1	Interscholastic Athletic and Extracurricular Activities Policy Acknowledgment (Exhibit)	Automatic		
IGDJA- R	Interscholastic Athletics and Extracurricular Activities (Sanctions)	Automatic		
IGE	Adult Education Programs	Automatic		
IHBB	Gifted Education	Non-Automatic	no waiver requested	
IHBB-R	Programs for Gifted Students (Regulation)	Non-Automatic	no waiver requested	
IHBD	Compensatory Education (Title I)	Non-Automatic	no waiver requested	
IICA	Field Trips and Activity Travel	Automatic		
IICA-R	Field Trips and Activity Travel(Regulation)	Automatic		
IJ	Instructional Materials Selection and Adoption	Automatic		
IJOC	School Volunteers	Automatic		
IJOC-E	Volunteer Agreement, Waiver and Release	Automatic		
IKA	Assessment and Grading System	Automatic		
IKB	Homework	Automatic		
IKE	Promotion, Retention, and Acceleration of Students	Automatic		
IKE-E1	Retention or Acceleration Guiding Questions for K-8 Students (Exhibit)	Automatic		
IKE-R	Promotion, Nonpromotion, and Acceleration of Students (Regulation)	Automatic		
IKE-R E2	Informal Nonpromotion or Acceleration Inventory for K-8 Students (Exhibit)	Automatic		
IKF (2021)	Graduation Requirements (Applicable Beginning with the Class of 2021)	Non-Automatic	no waiver requested	
IKF-E1	Petition for Early Graduation (Exhibit)	Automatic		
IKF-E2	Performance Standards (Exhibit)	Automatic		
IMDB	Flag Displays, Pledge of Allegiance, and Constitution Education	Automatic		
INB	Teaching About Controversial Issues	Automatic		
IO	Educational Research	Automatic		

IO-R	Educational Research (Regulation)	Automatic		
J Policies: Students				
JB	Equal Educational Opportunities	Not Waivable		
JBB	Sexual Harassment	Not Waivable		
JBC	Student Involvement in Decisionmaking	Automatic		
JC	School Attendance Areas	Automatic		
JD/JR	Student Conduct and Discipline Code	Non-Automatic	144, 145, 147, 148: Discipline of Habitually Disruptive Students	Deny; Replacement policy includes some additional guidance, but largely refers to BVSD Policy. As such, the replacement policy does not include the necessary comprehensive framework or procedural elements. Horizons is free to use their additional language in conjunction with BVSD policy.
JDC	Student Conduct	Non-Automatic	no waiver requested	
JDC-R	Conduct Related to Weapons (Regulation)	Not Waivable		
JDD	Student Discipline	Non-Automatic	144, 145, 147, 148: Discipline of Habitually Disruptive Students	Deny; Replacement policy includes some additional guidance, but largely refers to BVSD Policy. As such, the replacement policy does not include the necessary comprehensive framework or procedural elements. Horizons is free to use their additional language in conjunction with BVSD policy.
JDDA	Student Involvement with Drugs and Alcohol	Non-Automatic	no waiver requested	
JDDA-R	Student Involvement with Drugs and Alcohol (Regulation)	Non-Automatic	no waiver requested	
JDHB	Bullying	Non-Automatic	no waiver requested	

JDHD	Discipline of Habitually Disruptive Students	Non-Automatic	144, 145, 147, 148: Discipline of Habitually Disruptive Students	Deny; Replacement policy includes some additional guidance, but largely refers to BVSD Policy. As such, the replacement policy does not include the necessary comprehensive framework or procedural elements. Horizons is free to use their additional language in conjunction with BVSD policy.
JDHD-R	Discipline of Habitually Disruptive Students (Regulation)	Non-Automatic	144, 145, 147, 148: Discipline of Habitually Disruptive Students	Deny; Replacement policy includes some additional guidance, but largely refers to BVSD Policy. As such, the replacement policy does not include the necessary comprehensive framework or procedural elements. Horizons is free to use their additional language in conjunction with BVSD policy.
JDSE	Student Suspension/Expulsion	Non-Automatic	no waiver requested	
JDSE-R	Procedures for Suspension/Expulsion (Regulation)	Non-Automatic	no waiver requested	
JEC	School Admissions	Non-Automatic	no waiver requested	
JEC-R E1	Early Access (Exhibit)	Non-Automatic	no waiver requested	
JECBA	Admission of F-1 Visa, Foreign Exchange Program Students, Immigrant Students, and Dependents of Nonimmigrant Visa Holders	Non-Automatic	no waiver requested	
JECC	School Assignment and School Choice	Not Waivable		
JECC-R	Open Enrollment (Regulation)	Not Waivable		
JECD	Assignment of Transfer Students to Classes and Grade Levels	Automatic		
JECD-R	Assignment of Transfer Students to Classes and Grade Levels (Regulation)	Automatic		
JECD-R- E	FAQs for Students Considering Part-Time Enrollment in a BVSD School (Exhibit)	Not Applicable		

JECE	Administrative Assignment of Students	Not Applicable		
JEG	Exclusions and Exemptions from School Attendance (Home-Based Education)	Not Applicable		
JEG-R	Exclusions and Exemptions from School Attendance (Home-Based Education) (Regulation)	Not Applicable		
JEGA	Student Withdrawal From School/Dropouts	Automatic		
JFABD	Homeless Students	Non-Automatic	no waiver requested	
JFABD- R	Homeless Students (Regulation)	Non-Automatic	no waiver requested	
JFABE	Students in Foster Care	Non-Automatic	no waiver requested	
JFABE- R	Students in Foster Care (Regulation)	Non-Automatic	no waiver requested	
JH	Student Absences and Excuses	Non-Automatic	no waiver requested	
JHCB	Immunization of Students	Non-Automatic	no waiver requested	
JHD	Student Psychological Services	Non-Automatic	no waiver requested	
JHF	Student Safety	Non-Automatic	no waiver requested	
JJA	Student Organizations (Secondary Schools)	Non-Automatic	no waiver requested	
JJF	Student Activity and Athletic Fees and Funds Management	Non-Automatic	329: Student Activities Fee	Deny; Replacement policy includes some additional descriptions, but does not include the necessary elements to serve as a total replacement. Horizons is free to use their additional language in conjunction with BVSD policy.
JJFA	Fundraising	Non-Automatic	330: Student Fund-Raising Activities	approve
JKA	Use of Physical Intervention and Restraint	Non-Automatic	no waiver requested	
JKA-E1	Student Restraint or Physical Intervention Incident Report Form (Exhibit)	Non-Automatic	no waiver requested	
JKA-E2	Complaint Procedures & Regulations Regarding the Use of Restraint or Seclusion (Exhibit)	Non-Automatic	no waiver requested	
JKA-R	Use of Physical Intervention and Restraint (Regulation)	Non-Automatic	no waiver requested	
JLA	Student Insurance Program	Non-Automatic	no waiver requested	
JLC	Student Health Services and Records	Non-Automatic	no waiver requested	

JLCC	Communicable/Infectious Diseases	Non-Automatic	no waiver requested	
JLCD	Student Medications	Non-Automatic	no waiver requested	
JLCDA	Students With Food Allergies	Non-Automatic	no waiver requested	
JLCDB	Administration of Medical Marijuana to Qualified Students	Non-Automatic	no waiver requested	
JLCDB- E	Medical Marijuana Administration Plan (Exhibit)	Non-Automatic	no waiver requested	
JLCE	First Aid and Emergency Medical Care	Non-Automatic	no waiver requested	
JLCE-R	First Aid and Emergency Medical Care (Regulation)	Non-Automatic	no waiver requested	
JLCEA	Students with Special Health Care Needs	Non-Automatic	no waiver requested	
JLCEA- R	Students with Special Health Care Needs - CPR Directives (Regulation)	Non-Automatic	no waiver requested	
JLCM	Access to Medically Necessary Treatment at School	Non-Automatic	no waiver requested	
JLCM-E- 1	Request for Medically Necessary Treatment at School	Non-Automatic	no waiver requested	
JLCM-E- 2	Plan for Medically Necessary Treatment at School	Non-Automatic	no waiver requested	
JLF	Reporting of Child Abuse/Neglect	Not Waivable		
JLF-R	Reporting of Child Abuse/Neglect (Regulation)	Not Waivable		
JN	Student Circular Fees, Fines, and Charges	Non-Automatic	no waiver requested	
JO	Student Records	Non-Automatic	no waiver requested	
JO-E	Directory Information Opt Out	Non-Automatic	no waiver requested	
JO-R	Student Records (Regulation)	Non-Automatic	no waiver requested	
JRCB	Privacy and Protection of Student Data	Non-Automatic	no waiver requested	
JRCB-R	Privacy and Protection of Confidential Student Information (Hearing & Complaint Procedures) (Regulation)	Non-Automatic	no waiver requested	
JRCT	Student Use of Cell Phones and Other Personal Technology Devices	Non-Automatic	no waiver requested	
JRDC	Student Dress	Automatic		
JRLE	Student Interviews and Interrogations	Non-Automatic	no waiver requested	
JRR	Student Rights & Responsibilities	Not Waivable		
JRS	Searches	Non-Automatic	no waiver requested	
JRSU	Student Submission to Surveys, Analyses, or Evaluations	Non-Automatic	no waiver requested	
JRSU-E	Consent for Submission to Surveys, Analyses, or Evaluations	Non-Automatic	no waiver requested	
JRSU-R	Student Submission to Surveys, Analyses, or Evaluations (Regulation)	Non-Automatic	no waiver requested	

JS	Student Use of Technology	Automatic		
JS E-1	Student Use of the Internet and Electronic Communications (Annual Acceptable Use Agreement)	Automatic		
JS E-2	BVSD Wellness in a Digital World Guideline	Automatic		
JS-R	Student Use of Technology (Regulation)	Automatic		
K Policies: School-Community Relations				
KB	Family and Community Partnership	Automatic		
KBA	Title I Parent Involvement	Non-Automatic	no waiver requested	
KBBA	Court-Ordered Parental Rights and Responsibilities	Non-Automatic	no waiver requested	
KBBA-R	Court-Ordered Parental Rights and Responsibilities (Regulation)	Non-Automatic	no waiver requested	
KBE	Relations with Parent Organizations	Automatic		
KBE-R	Relations with Parent Organizations - Regulation	Automatic		
KDB	Public Access to Information	Not Waivable		
KDE	Crisis Management	Non-Automatic	no waiver requested	
KDE-R	Crisis Management (Regulation)	Non-Automatic	no waiver requested	
KE	Complaints and Concerns	Automatic		
KE-R	Complaints and Concerns (Regulation)	Automatic		
KEC	Complaints About Curriculum, Activities or Materials	Automatic		
KEC E1	Complaint About Curriculum or Instruction (Exhibit)	Automatic		
KEC-R	Complaints About Curriculum, Activities or Materials (Regulation)	Automatic		
KF	Community Use of School Facilities	Non-Automatic	no waiver requested	
KF-R	Community Use of School Facilities (Regulation)	Non-Automatic	no waiver requested	
KFA	Public Conduct on District Property	Non-Automatic	no waiver requested	
KFB	Operation of Child-care and Enrichment Programs	Non-Automatic	no waiver requested	
KFB-R	Operation of Child-care and Enrichment Programs (Regulation)	Non-Automatic	no waiver requested	
KH	Public Gifts to the Schools and the School District	Automatic		
KH-R	Use of Gifts to Employ School Staff (Regulation)	Automatic		
KHB	Advertising and Revenue Enhancement	Automatic		
KI	Visitors to the Schools	Automatic		
KI-R	Visitor Management Procedures (Regulation)	Automatic		

KI-R2	Requests for Access by Federal or State Officials	Non-Automatic	no waiver requested	
KLMA	Relations with Military Recruiters, Postsecondary Institutions and Prospective Employers in High Schools	Automatic		
L Policies: Education-Agency Relations				
LBD	Relations with District Charter Schools	Not Waivable		
LBD-E1	Intent to Apply to Become a District Charter School (Exhibit)	Not Waivable		
LBD-R	Relations with District Charter Schools (Regulation)	Not Waivable		



Exhibit G¹
Charter School and School District Services
Accountability and Evaluation

Included Services:

Assessment

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

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

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Curriculum-based College Entrance Exam	11th grade	§22-7-1006.3(2)(b)	Colorado SAT
Colorado Alternate Assessment (CoAlt)**	Grades 3 - 11	§22-7-1006.3(3)(c)	Alternate assessment for students with significant cognitive disabilities
Universal Screening Assessment (Gifted Identification)	Grade 2, 5 or 6	§22-20-204(2)	Cognitive Abilities Test (CogAT)
Early Literacy (READ Act)	Kindergarten - 3rd grade	§22-7-1205(1)(a) and §22-7-1209(1)(b)	mCLASS (or other approved interim READ Act assessment)
Literacy for students on READ plans	4th-12th grade		mCLASS for grades 4-5, CommonLit for secondary grades
School Readiness	Kindergarten	§22-7-1004(2)(a) and §22-7-1014(2)(a)	TS GOLD - Assessment may be waived

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

State Testing

The District provides required accommodations training for state assessments and training to administer and process state assessments. Training opportunities are also provided to use the district-purchased data visualization system for analyses of state and district-purchased assessment results. The basic cost for accountability and evaluation services includes help

desk support and access to use of the district-purchased data visualization system. The District does not provide stipends for Charter staff for implementing required testing, except potentially for ACCESS testing substitute support (subject to review and approval of specific requests).

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

Early Literacy (READ Act) Assessment and Data Submissions

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

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

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

School Readiness Assessment

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

Unified Improvement Plan

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

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

Data Visualization

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

Research review

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

Optional Additional Services:

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

Not Included or Available:



Exhibit G¹

Charter School and School District Services Business Services

Included Services:

Business Services

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

Business Services Division

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

Finance and Accounting Services

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

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Accounts Payable Services

- Vendor payments
- Invoice verification
- Employee reimbursements
- Family reimbursements

Payroll Services

- Employee pay and pay correction processing
- Administration of employee and employer-paid payroll deductions including retirement plan contributions, optional benefits and garnishments
- Leave calculations and absence processing
- Direct deposit and pay card maintenance
- Employee payroll record maintenance
- Time clock data audit and analysis
- Payroll tax withholding, filings and remittances, including PERA
- Payroll reporting and year-end processing (W-2s, 990s, audit support)

Budget Services

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

Procurement Services (Purchasing)

- Manage district procurement processes - RFIs, RFPs, bids and contract processing
- Purchase requisition and purchase order processing
- Procurement policy and state law compliance
- District p-card program administration

Materials Management (Warehouse)

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

- Central receiving and delivery
- Surplus pickup, delivery and discard

Grant Administration

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

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

Grant Submission

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

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

Grants that allow Indirect/Administration

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

Grants that do not allow for Indirect/Administration

The District reserves the right to decline grant submission for any grant that does not allow for reimbursement of indirect/administrative costs. If the District decides to submit the grant, the District reserves the right to charge indirect/administration costs to the Charter School. This fee shall be paid out of the Charter School general funds. The District may withhold these funds directly through the monthly wire transfer.

Optional Additional Services:

Not Included or Available:



Exhibit G¹

Charter School and School District Services Culturally and Linguistically Diverse Education

Included Services:

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

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■ Dual language rubric reviews and school visits

Charter schools will:

- Communicate with parents/families in the parents'/family's preferred language, and provide interpretation and translation services for families in need of such service regardless of the student's English proficiency or student's eligibility for ELD programming. This includes classroom, school-wide, and individualized verbal and written communication.
- Progress monitoring (twice annually)
 - Teachers complete can-do indicators and enter the data
 - Communicate results to families and file
- Ensure charter school ELD teachers participate in all required ELD training. Additionally, charter schools have access to ELD training regarding the following: ELD programming and services, related services, identification of potential MLs, eligibility for ML services, assessments, access to language learning in the general education setting, co-teaching and redesignation.
- Ensure every NEP and LEP designated student receives direct and consistent ELD instruction by a certified and CLDE endorsed teacher. Monitor students who are determined to be Fluently English Proficient (FEP) formally for two years and monitor all other ML students through the MTSS process.
- Ensure adequate ELD staffing allocations to directly and consistently serve every NEP and LEP designated students. Recommended staffing ratio is 1 certified and CLDE endorsed ELD teacher for every 40 students at the elementary level and 1:50 at the secondary level, and/or correspond to the number of sections of co-taught classrooms. If the recommended staffing ratio is not in place, charter school leadership will provide a justification of the ELD program, including successful student outcomes according to CDE's English proficiency trajectory, in the school compliance plan.
- Communicate questions to the CLDE department leadership, and/or CLDE Coordinator, and/or Itinerant Teacher Leader regarding compliance with federal and state laws and district procedural guidelines.
- Access Title Funded testing, instructional materials and software unique to English Language Development programming services through the District Library Media Center.
- School CLDE staff designate students eligibility and communicates results to families
- School CLDE staff receives and reviews monitoring data from ELD teachers who monitor student progress for two years once students are redesignated (FEP monitoring of MY1 and MY2)

Optional Additional Services:

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

Not Included or Available:

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Exhibit G¹

Charter School and School District Services Gifted Education

Included Services:

- Act as the administrative unit and provide GT identification determination.
- Access to the gifted education department for consultation regarding compliance with federal and state laws and district procedural guidelines.
- Access to Gifted and Talented Advisor monthly meetings and related documents.
- Support compliance to all federal and state rules and district policy and guidelines for the identification of, planning for, and serving gifted learners, including but not limited to the ECEA, ESSA, Title II, BOE policy, DCSD Gifted Education Program Plan.
- Maintain the official gifted education record in the Frontline system.
- Access to district-wide available gifted education training

Charter schools will:

- Hire qualified staff to support the unique needs of gifted learners
- Comply with federal and state laws and district procedural guidelines.
- Coordinate and administer all aspects of the identification process.
- Collect and use a body of evidence of quantitative and qualitative data including cognitive, achievement, observation, and performance indicators.
- Monitor the entry of all documents pertaining to a student's identification for gifted programming and Advanced Learning Plan (ALP) ensure timely uploads to Frontline.
- Develop and implement plans to serve gifted learners

Optional Additional Services:

- Access to formal and informal consultation on gifted services, related services, and identification/eligibility supporting the identified gifted learners' access to the unique curriculum of the charter school.
- Provide assessment materials used for all gifted education evaluation/identification including universal screening. (i.e., CogAT, SIGS, Iowa Acceleration Scale, protocols used in identification in talent areas)
- Provide access to school accounts on assessment platforms that are used for testing.

Not Included or Available:

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Exhibit G¹

Charter School and School District Services Human Resources

Included Services:

ERP system basic functionality - employee record warehouse, Employee Self Service (ESS). The Colorado Department of Education (CDE) reporting, periodic questions and data review and submission, and EEO-5 reporting. All required employee data must be entered into the ERP system in accordance with the processes and standards established by HR. The school is responsible for ensuring employee information is timely, accurate, and complete, and for promptly providing any information requested by HR for required reporting, compliance review, or audit purposes.

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

Recruiting:

- Invitation to participate in district hosted job fairs.
- Invitation to participate in external recruitment events that require the district to host charter schools (ie: CASE events) Participation in recruitment events is subject to District timelines, event requirements, and available capacity.

Optional Additional Services:

Job Postings:

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

- Posting Requirements: School shall provide a clear and complete job description for each position it seeks to post. Each job description must accurately reflect the duties, responsibilities, qualifications, and expectations of the position. School is responsible for confirming that the

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job description is current, legally appropriate, and aligned to the actual work being performed before submission to HR.

- Compensation and Benefits Disclosure: School shall provide accurate and up-to-date information regarding the compensation range and any benefits associated with posted positions. Compensation information must be provided before posting and must remain consistent with the offer made to the selected candidate, unless reviewed through the applicable HR process.
- Compliance with Laws: School is responsible for providing information that ensures compliance with applicable federal, state, and local laws, including but not limited to employment and equal opportunity laws.
- Candidate Screening & Selection: The District is not responsible for screening or overseeing the School selection and hiring process.

District Sub Office:

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

Not Included or Available:



Exhibit G¹

Charter School and School District Services Information Technology Services

Included Services:

Network Services and Equipment

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

Student Data and Information Services

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

Student Information System ("SIS")

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

CONDITIONS:

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

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BVSD Information Systems Services

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

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

Student Data Privacy Act Roles and Responsibilities

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

Each Charter school is responsible for

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

BVSD will share resources with our Charter schools.

On the district Student Data Privacy Site are resources:

- List of district apps
- App vetting process
- Data privacy addendum
- List of student PII collected by the district
- Link to the CDE student PII collected

- Link to vendors that collect PII and their contracts

CONDITIONS:

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

Optional Additional Services:

1:Web Program

1:Web Program Overview

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

BVSD Information Technology Support for 1:Web Program

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

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

Charter School Responsibilities

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

all other 1:Web schools across the district.

- Issue and collect all technology fees related to the 1:Web program. The Charter school can choose to follow the district-wide technology fee schedule or set their own technology fee schedule for devices.
- Purchase all 1:Web devices directly from the BVSD IT team.

Device Cost Structure

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

Technology Repair Fine Structure

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

Miscellaneous

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

Charter Technology Refresh Program

Technology Refresh Program Overview

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

Charter Technology Refresh Program

The Charter school will be able to purchase technology from the approved hardware

catalog published by the BVSD IT team. The annual funding allocated to this program will be determined by the pupil count at the school. Any unused funds at the end of the fiscal year will automatically carry over to the following fiscal year for the Charter School to utilize during the subsequent annual technology refresh.

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

Purchase Technology Tools (PTT) Program

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

Not Included or Available:



Exhibit G¹

Charter School and School District Services Safety, Security and Emergency Services

Included Services:

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

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related to students or staff during and after hours. The SOC utilizes security technology, where applicable, to assist/verify in a situation. The SOC will also liaise with first responding agencies, as appropriate and when necessary, at the onset of a crisis requiring their response.

8. Provide the services of a District Security Agent to conduct periodic campus patrols, supporting the safety and security of students, staff, and visitors. Security Agents will also respond to requests for assistance as availability permits and in accordance with the priority level of each call for service.
9. Provide support from the District Reunification Team to assist in the development of the school's Student Reunification Plan. This plan will be aligned with district policies and local emergency management protocols. Support includes coordination with local law enforcement, emergency services, and district leadership to ensure the plan is fully integrated into broader emergency response plans.
10. Participate in training, tabletop exercises, and full-scale drills to stay prepared for a range of scenarios (e.g., evacuations, lockdowns, natural disasters). Assist the school leadership in identifying and creating or updating their school emergency operations plan
11. School Safety Advocate (SSA) Program: A School Safety Advocate (SSA) will not be assigned and dedicated only to the school; however, the school participates in the SSA program and receives occasional support when needed. Support might include responding to a threat; conducting threat assessments; supporting internal investigations; and supporting the school staff with emergency planning, monthly drills, and table top scenarios (potentially including staff and high school students, as recommended). The SSA supports multiple schools within a designated geographical area and works collaboratively with school administrators to help ensure the safety, security, and well-being of all students, staff, and visitors at each assigned location.

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

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

- security system installation or upgrades.
- **Dedicated On-Site Security Staff:** The placement of full-time, on-site security personnel is not included.

Optional Additional Services:

Shared School Safety Advocate Program

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

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

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



Exhibit G¹

Charter School and School District Services

Special Education

Included Services:

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

¹ This Exhibit G is intended as guidance that is updated regularly to reflect changes in law and practice, and does not contain independent enforceable terms of this contract.

- Support and Training
 - Special Education team provides regular communications in Noteworthy and Download.
 - Special Education conducts monthly professional learning for special education teachers.
 - Special Education team offers beginning-of-year professional learning opportunities.
 - Special Education team partners with Charter School to solve problems, and answer teacher, family, and administrator questions.
 - Special Education team provides occasional professional learning opportunities designed for administrators and general education teachers.
 - Provides access to district-owned assessment materials and curricular resources, which can be borrowed to support the unique learning needs of individual students.

- Oversight and Support
 - Special Education team provides oversight and collaborative support for Charter School's special education program by conducting periodic site visits and file review.
 - Special Education team participates in occasional annual or triennial IEP meetings as part of their oversight and support work.
 - Special Education team ensures that all IDEA requirements, including without limitation testing, initial identification, evaluation(s) and reevaluation(s), eligibility determination(s), IEP development and implementation, provision of services, progress monitoring and reporting, IEP meetings and/or reviews, and exiting services are conducted properly and in compliance with federal, state, and local requirements.
 - Special Education reviews all decisions to exit a student from special education services to ensure the decision to exit is appropriate.
 - When there are concerns about the services being provided to a student, Special Education team provides oversight and support to the Charter School, including without limitation, by providing consultation, participating in relevant meetings, reviewing paperwork as needed, and following up with stakeholders as needed to ensure compliance with all applicable laws and that appropriate services are being provided.

- Special Service Providers
 - District provides special services providers (SSP) as part of district central services, including the services of the following SSPs: speech language pathologist, physical therapists, occupational therapists, and school

psychologists.

- Time allocated for SSPs is determined by the minutes required in enrolled students' IEPs.
- Social work and nursing services are not included with central services and must be purchased by the Charter School separately.

Charter schools will:

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

Optional Additional Services:

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

Not Included or Available:

Exhibit H

Contact Information
School Name: Horizons K-8 School
School Address (mailing): 4545 Sioux Dr. Boulder, CO 80303
Charter School Waiver Contact Name: Kristin Hauger
Charter School Waiver Contact Phone Number: 720-561-3600
Charter School Waiver Contact Email: kristin.hauger@bvsd.org
Authorizer Waiver Contact Name: Bianca Gallegos
Authorizer Waiver Contact Phone Number: 720-561-6062
Authorizer Waiver Contact Email: bianca.gallegos@bvsd.org

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

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-9-106: Local Board Duties Concerning Performance Evaluations
C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties
Rationale: The School and its Principal or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have an Administrative License certificate, this should not preclude him or her from administering the

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

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

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

Financial Impact: Charter School anticipates that the requested waivers will have no financial impact on the authorizer or the school.

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

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

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

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

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

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

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

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

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

Financial Impact: Charter School anticipates that the requested waivers will have no financial impact on the authorizer or the school.

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

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

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

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

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

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

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

Financial Impact: Charter School anticipates that the requested waivers will have no financial impact on the authorizer or the school.

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

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

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

C.R.S. § 22-63-203 Probationary Teachers-Renewal and Non-renewal of Employment Contract

C.R.S. § 22-63-203.5 Probationary Teachers-Non-probationary portability

C.R.S. § 22-63-205 Exchange of Teachers - Exchange Educator Interim Authorization

C.R.S. § 22-63-206 Transfer of Teachers

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

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

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

Financial Impact: Charter School anticipates that the requested waivers will have no financial impact on the authorizer or the school.

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

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

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

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

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

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

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

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

Financial Impact: Charter School anticipates that the requested waivers will have no financial impact on the authorizer or the school.

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

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

C.R.S. §22-7-1014(2)(a) Preschool individualized readiness plans--school readiness--assessments

Rationale: The School is responsible for proper assessment of the readiness of incoming kindergarten students and to develop individualized plans for meeting the needs of those incoming students in a manner that is consistent with its overall principles, curriculum, and educational goals as established in its charter application and contract.

Replacement Plan: Every kindergarten student at the School will be administered a school readiness assessment within the first 60 calendar days of the school year. The assessment instruments used will be research based, reliable and valid. Methods and assessments used are clear and relevant and have the goal of improving student academic growth and meet the intent of the quality standards established in CRS § 22-7-1014(2)(a). The data collected from these assessments will be used to develop an individualized readiness plan for each kindergarten student and will inform programming accordingly. This school readiness data will not be used to deny admission to first grade. The data collected will be made readily available to the District, and the School will report this data, as required by State law. The School will assess the following components:

1. Physical well-being and motor development

- a. Students participate in regular and appropriate instruction in physical education that meet or exceed State standards.
- b. Students participate regularly in music and/or arts instruction that meets or exceeds State standards.
- c. Students are assessed on motor skills and development throughout the year.
- d. Physical well-being and motor development is assessed through a combination of live online sessions and a thorough personal discussion with parents modeled after the Teaching Strategies Gold model. Live sessions allow teachers to observe and students to demonstrate fine motor skills, object manipulation, focus, and writing. These sessions, in combination with a lengthy, thorough discussion with parents about recent student experiences and other qualitative information, give Kindergarten teachers a clear view of student physical well-being and motor development.
- e. Teachers assess each component of school readiness utilizing observations, one-on-one interactions, samples of student work, and other relevant evidence of a student's progress. This evidence is compiled and regularly reviewed by the teacher.
- f. Assessment information is gathered by observation protocols, which include being objective, listening, observation at regular intervals, observation at different times and situations, documenting what is observed, providing feedback, and incorporating data into interventions, based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development.
- g. Interventions are conducted to address any concerns or they are referred to the appropriate professional for remediation attempts, and are documented.

2. Social and emotional development

- a. Students are regularly assessed in social-emotional development.

- b. Students participate in character education classes throughout the year and receive direct instruction on developmentally appropriate behaviors in and out of the classroom.
- c. Student progress and any needs in these areas are assessed, as possible, through observation by the classroom teacher in close collaboration with parents and other professionals.
- d. Social and emotional development is assessed with a combination of live online sessions and lengthy personal discussions with parents. Live sessions allow students to demonstrate and teachers to observe kindergartners' interactions with their peers, sharing (rights vs. needs), and solving social dilemmas. Discussions between parents and teachers assess basic needs and social cues, giving teachers a solid overall view of the students' social and emotional development.
- e. Teachers assess each component of school readiness utilizing observations, one-on-one interactions, samples of student work, and other relevant evidence of a student's progress. This evidence is compiled and the data is regularly reviewed by the teacher to assess the student's progress.
- f. Assessment information is gathered by observation protocols, which include being objective, listening, observation at regular intervals, observation at different times and situations, documenting what is observed, providing feedback, and incorporating data into interventions, by the teacher based on appropriate developmental guidelines and Colorado State Standards.
- g. Interventions are conducted to address any concerns or they are referred to the appropriate professional for remediation attempts, and are documented.

3. Language and comprehension development

- a. Students are regularly assessed to determine their language and comprehension development including through reading aloud, writing samples, demonstration of phonemic awareness and phonics.
- b. Using I-Ready, a research-based adaptive assessment tool will be used for measuring language and comprehension development. This assessment tool is administered to all students at the beginning of the year to establish a benchmark then in the middle and end of the year to track growth throughout the year.
- c. Teachers assess each component of school readiness utilizing observations, one-on-one interactions, samples of student work, and other relevant evidence of a student's progress. This evidence is compiled and regularly reviewed by the teacher.
- d. Assessment information is gathered by observation protocols, which include being objective, listening, observation at regular intervals, observation at different times and situations, documenting what is observed, providing feedback, and incorporating data into interventions, by the teacher based on appropriate language and comprehension development guidelines and Colorado State Standards.
- e. RTI assessments are conducted to address any concerns or determine if a student needs to be referred to the appropriate professional for remediation attempts, and are documented.

4. Cognition and general knowledge

- a. Students receive regular instruction and formal and informal assessment in broad content areas, including math, history and science. Students participate regularly in activities and projects, which require a demonstration of their cognitive abilities and general knowledge.
- b. Students are assessed on cognition and general knowledge acquisition throughout the year through both formative and summative assessments, including standardized assessments.

c. Kindergartner's cognition and general knowledge is assessed by a combination of the completion of the I-Ready diagnostic assessment (administered beginning, middle, and end of the year), continuous offline and online assessments and checkpoints, and a comprehensive discussion with parents. The completion of I-Ready, which is a scientifically proven and research based assessment, gives teachers data on student problem solving, focus, and connections, including in both reading and math. In addition, teachers have extensive conferences with parents about I-Ready results, as well as student general knowledge, which gives teachers additional information about a student's cognitive development.

d. I-Ready assessments leverage advanced technology to provide a deep, customized evaluation of every student and to track student growth and performance consistently and continuously over a student's entire K–12 career. By dynamically adapting, based on student response patterns, I-Ready is an adaptive assessment that is able to derive large amounts of information from a limited number of test items. This allows the assessments to more accurately and more efficiently pinpoint students' needs as compared to traditional fixed form tests.

e. Based on the assessment results, I-Ready automatically provides individualized online and teacher-led instruction targeted to each student's unique needs. In addition, easy-to-read reports provide teachers with a detailed action plan for individual and group instruction and the tools to deliver that instruction in any style learning environment.

f. Assessment information is also gathered from formal curriculum assessments in various subjects and classroom teacher observations based on appropriate developmental guidelines and State Standards.

g. Interventions are conducted to address any concerns or they are referred to the appropriate professional for remediation attempts, and are documented.

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

Financial Impact: Charter School anticipates that the requested waivers will have no financial impact on the authorizer or the school.

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

Expected Outcome: With this waiver, the School will be able to align the school readiness assessment and individualized plans to the principles, curriculum, and educational goals specific to the School as defined in its charter school contract. This alignment will save teachers valuable time, and lead to a more streamlined experience for the students. It will also provide more usable data to teachers for educating each individual student in accordance with the school's mission.

EXHIBIT I TO CHARTER SCHOOL CONTRACT
Lease Agreement

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the 1st day of July 2026, by and between the BOULDER VALLEY SCHOOL DISTRICT RE-2, a political subdivision and public school district within the state of Colorado, 6500 East Arapahoe Avenue, Boulder, Colorado 80301 ("School District") and HORIZONS K-8 School, a Colorado nonprofit corporation and charter school, authorized by the school district, Boulder, Colorado ("Charter School").

Background

A. The School District is the owner of the real property and building known as 4545 Sioux Dr. Boulder, CO 80303 (the "Premises"). Each party separately owns some of the personal property located at the Premises.

B. The School District is authorized to lease its property pursuant to C.R.S. § 22-32-110(1)(f). Charter School desires to lease the Premises and acknowledges that it has no expectation or desire to acquire any ownership interest in it and will not acquire any such interest during the Lease Term or thereafter unless publicly authorized by a Resolution of the School District's Board of Education.

C. The School District and Charter School have contemporaneously entered into a Charter School Contract, dated as of July 1, 2026 ("Charter Contract").

D. Charter School desires to lease the Premises from the School District subject to the terms and conditions of this Exhibit I to the Charter Contract (referred to as "Lease").

E. The parties acknowledge and confirm that they have negotiated this Lease for occupancy of School District facilities in full compliance with all applicable provisions of law, including without limitation the Charter Schools Act.

In consideration of the foregoing Background, the Charter Contract and the Parties mutual promises, the Parties agree:

1. PREMISES

1.1 **Real Property.** Subject to the School District's reserved rights herein, the School District leases to Charter School the Premises including the buildings, grounds, furnishings, equipment, and improvements.

1.2 **Personal Property.** In addition to the real property identified in paragraph 1.1 above, the Premises shall be deemed to include all those items of personal property, including, without limitation, furniture and equipment, if any, currently owned by the School District and used in connection with programs being conducted at the Premises.

2. TERM OF LEASE

The term of this Lease ("Lease Term") shall commence on July 1, 2026, and shall expire on the last effective date of the Charter Contract, unless sooner terminated as provided herein in the event of a default. This Lease is incorporated into the Charter Contract as Exhibit I.

3. OPERATION AND MAINTENANCE COSTS

In accordance with the Charter Schools Act, the Charter School shall not be required to pay rent for its occupancy of the Premises, but agrees to pay all costs for the operation and maintenance of the Premises in accordance with the Purchased Services as set forth in this Lease and Exhibit D to the Charter Contract.

4. USE OF PREMISES

Subject to the School District's reserved rights, Charter School shall have the exclusive right and obligation to use and occupy the Premises solely as and only so long as it remains a Boulder Valley School District public educational facility and Boulder Valley School District charter school and for other uses and services that are incidental and related. Charter School covenants throughout the term of this Lease to promptly comply with all laws, regulations, and requirements of all federal, state, and municipal governments applicable to such uses and occupancy. Compliance shall not require Charter School to construct modifications to the building. In addition, Charter School shall comply with the School District's building and facility use policies, as adopted by its Board of Education and amended from time to time, including, without limitation, tobacco and drug free schools and community use of school facilities.

5. ACCEPTANCE OF PRESENT CONDITION

Charter School currently occupies the Premises and accepts the same in the present condition; provided, however, said acceptance does not relieve the School District of responsibility for the maintenance and repair of the Premises consistent with applicable codes.

6. UTILITIES

As part of the Charter School's payment for the Purchased Services, the School District shall pay for all charges for water, heating, gas, electricity, and other public utilities used on the Premises as part of the Purchased Services. The School District shall not be held liable to Charter School for damages or otherwise if any utility or communication service is interrupted or terminated because of necessary repairs, installations, improvements or any cause beyond the control of the School District.

7. MAINTENANCE AND REPAIR

7.1 As part of the Charter School's payment for the Purchased Services, including "District Wide Maintenance and Operations" identified in Exhibit D, the School District shall throughout the term of this Lease, pay for all maintenance (except for maintenance described

as “custodial services”), repairs, or replacements necessary to maintain the Premises in good working order in accordance with the same standards and practices used for other School District operated facilities and/or as required by applicable law and regulations of the state of Colorado to maintain the Premises as a public school. In the event that there are any damages to the Premises that are caused by the actions of Charter School, its students, employees, or invitees, then Charter School shall be responsible for the repair of the same, unless such damages are covered by insurance, including any applicable deductibles, maintained by the School District. Charter School covenants that it will not permit, commit, or allow waste, impairment, or deterioration of the Premises or the improvements or any part, reasonable wear and tear excepted.

7.2 Charter School shall maintain and repair furnishings, equipment, and other personal property that has been leased or is used as part of this Lease, regardless of ownership. The School District will maintain an inventory of any School District owned equipment or personal property located at the Premises. In the event Charter School believes any School District-owned item that has been leased and listed on the inventory becomes obsolete or no longer economical to maintain or repair, it shall notify the School District in writing and the School District will determine whether the item should be taken out of service, sold, replaced or disposed of in another manner.

7.3 Charter School shall, consistent with the definition of custodial services, maintain the facility in a clean, safe, and operable condition consistent with the standards established by the School District for its schools, including adherence to ISSA Level 3 cleaning standards, unless otherwise agreed in writing. The purpose of this requirement is to ensure the long-term preservation of School District-owned facilities, provide a safe and healthy environment for students and staff, and prevent waste, impairment, or deterioration of the Premises. Charter School shall not permit, commit, or allow waste, impairment, or deterioration of the Premises, including conditions resulting from inadequate custodial services.

7.4 Charter School may elect to opt in or opt out of the School District’s Custodial Support central service with written notice provided by April 1 of each year.

- If the Charter School elects to opt in, custodial staffing allocations will be provided by the School District in accordance with established formulas and ISSA standards. Charter School will recruit, hire, and train in accordance with District standards and the District’s Custodial Manual their own charter staff. Reimbursement for charter custodian staff salary and benefits under this paragraph shall be based upon the actual amounts paid by Charter School for the approved FTE, but shall not exceed the salary and benefits that such custodian would receive if they were hired by the School District and placed on its adopted salary schedule in accordance with its procedures.
- If the Charter School elects to opt out, the Charter School assumes full responsibility for custodial services, including staffing, training, supervision, and performance. Charter School shall ensure that custodial services meet the School District’s standards, including ISSA Level 3 cleaning expectations, use of School District-approved chemicals and equipment, and participation in required School District training.
- For purposes of this Lease, “custodial services” means maintaining the facility in a clean, safe, and secure condition through daily, seasonal, and project-based custodial work. Custodial services include, but are not limited to, cleaning classrooms, offices, restrooms, cafeterias, hallways, libraries, and other interior spaces; restroom restocking; trash removal

from the building and exterior containers; event and meeting setup and breakdown; locking and unlocking areas and securing the building; routine building and grounds inspections; monitoring lighting, plumbing, electrical, and mechanical systems and reporting maintenance and safety concerns ; addressing minor issues within scope; supporting deliveries; performing Integrated Pest Management activities in accordance with established procedures; snow and ice removal of walkways and entryways (reference the attached map for areas of responsibility); mowing and grounds maintenance in areas not accessible by ride-on equipment (i.e. planter beds); exterior window cleaning; and summer, seasonal, and deep-cleaning projects. Custodial services also include responding as essential personnel during emergencies, weather or environmental events, and school, facility, or School District closures, and supporting the school's crisis management plan as directed. If Charter School uses School District equipment, Charter School shall be solely responsible for ensuring its custodial staff are properly trained in the safe use, cleaning, and routine maintenance of such equipment.

7.5 If the Charter School fails to maintain the facility in accordance with School District standards, the School District may require corrective action, including but not limited to deep cleaning, restoration, or remediation. Charter School shall be responsible for any and all costs associated with such corrective action, including impacts to building systems, finishes, or equipment. If deficiencies are not corrected within a reasonable timeframe, the District reserves the right to provide custodial services directly and charge the Charter School for all associated costs.

8. ALTERATIONS TO PREMISES

Charter School's right to make alterations to the Premises is subject to the following conditions that Charter School agrees to observe and perform:

8.1 No change or alteration shall at any time be made that shall impair the structural soundness or diminish the value of the buildings on the Premises. Do not permanently affix, maintain or locate any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such item on the facility unless first approved by the School District in writing.

8.2 Charter School shall give prior written notice to the School District of any proposed change or alteration to the Premises. Further, no change or alteration shall be made involving an expenditure in excess of \$5,000.00 without the prior written consent of the School District.

8.3 No change or alteration shall be undertaken until Charter School has provided the required notice and, where applicable, has received written approval from the School District. Also, where applicable, Charter School will procure and pay for any and all required governmental permits and authorizations of various governmental subdivisions having jurisdiction before Charter School undertakes any change or alteration. The School District will obtain any required permits or authorizations for construction projects that it manages.

8.4 All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with the applicable building and zoning laws, with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal government and the appropriate departments, boards, and officers.

8.5 At all times when any change or alteration is in progress that is being managed by Charter School , there shall be maintained at Charter School's expense worker's compensation insurance in accordance with law governing all persons employed in connection with the change or alteration and general liability insurance for the mutual benefit of the School District and Charter School, expressly covering the additional hazards due to the change or alteration.

8.6 All alterations, additions, improvements, repairs, renovations, and appurtenances installed or affixed on or to the premises during the term of this Lease shall become the sole property of the School District upon the termination of this Lease. However, all movable equipment, facilities, alterations, additions, or improvements installed by Charter School shall be and remain the property of Charter School during the term of this Lease and upon termination as long as the same are removed from the premises on or before the termination of this Lease.

8.7 Nothing in this Lease shall be construed as constituting the consent or request of the School District, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part. Nothing in this Lease shall be construed as giving Charter School any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any public works claims against the School District's interest in the Premises. Charter School will give a copy of this provision of the Lease to any contractor who is performing construction services for Charter School.

9. INSURANCE

9.1 Unless obtained from the School District (in which case Charter School shall be deemed to have the coverage required by this Section 9), Charter School shall maintain in full force and effect during the Lease Term, at its own expense and in companies acceptable to School District, the following policy or policies of insurance;

(a) Commercial general liability insurance, including property damage, insuring the School District and Charter School (and any other person or persons whom the School District may designate, called "additional insured" in this Lease) from and against all claims, demands, actions, or liability for injury to or death of any persons, and for damage to property arising from or related to the use or occupancy of the Premises or Charter School's operations. No deductible will be carried under this coverage without the prior written consent of the School District. This policy must contain, but not be limited to, coverage for Premises and operations, products and completed operations, blanket contractual, personal injury, operations, ownership, maintenance and use of owned, nonowned, or hired automobiles, bodily injury, and property damage. The policy must have limits in amounts not less than \$5,000,000

per occurrence and \$15,000,000 in the aggregate.

(b) Worker's compensation insurance with a limit of no less than that amount required by law.

(c) Insurance insuring Charter School's personal property and any fixtures or improvements installed by the Charter School, less any applicable deductibles or self-insured retention if coverage is purchased from the School District, at the Premises against loss or damage caused or other causes covered in a fire and extended coverage insurance policy. Applicable deductions or self-insurance retention shall not exceed \$10,000.

9.2 The School District will maintain in full force and effect during the Lease Term, at its expense, "All-risk" fire insurance and other casualties, including, without limitation, vandalism and malicious mischief, equal to not less than ninety percent (90%) of the replacement value of all furnishings, trade fixtures, leasehold improvements, buildings and improvements, equipment, merchandise, and other personal property owned by the School District from time to time situated in, on, or upon the Premises. The proceeds from any such insurance will be payable to the School District and held in trust by the School District to be used only for the repair or replacement of the improvements, fixtures, and other property so insured.

9.3 If this Lease is canceled by reason of damage or destruction and Charter School is relieved of its obligation to restore or rebuild the improvements on the Premises, any insurance proceeds for damage to the Premises, including all fixtures and leasehold improvements, will belong to the School District, free and clear of any claims by Charter School. Any proceeds of insurance for personal property shall be retained by the party owning such personal property.

9.4 All policies of insurance described in this paragraph that Charter School is to procure and maintain will be issued by responsible companies, reasonably acceptable to the School District and qualified to do business in the state of Colorado. Executed copies of such policies of insurance or, at the School District's election, certificates of such insurance, will be made available to the School District and any additional insureds or loss payee within ten (10) days after a written request. All public liability and property damage policies will contain the following provisions:

(a) The School District, and any additional designated insureds, although named as insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to them, their servants, agents, and employees by reason of the liability of Charter School, its officers, agents, or employees.

(b) The company writing the policy will agree to give the School District and any additional insured or loss payee not less than thirty (30) days' notice in writing prior to any cancellation, reduction, or modification of such insurance.

(c) All public liability, property damage, and other casualty policies will be written as primary policies, not entitled to contribution from, nor contributing with, any coverage that the School District may carry.

9.5 If Charter School fails either to acquire the insurance required pursuant to this paragraph or to pay the premiums for such insurance or to deliver required certificates or policies, the School District may, in addition to any other rights and remedies available to the School District, acquire such insurance and pay the requisite premiums for them. Those premiums will be payable by Charter School to the School District immediately upon demand.

9.6 The School District and Charter School waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest if the loss is caused by a peril of the type generally covered by property insurance with extended coverage or arising from any cause that the claiming party was obligated to insure against under this Lease. The School District and Charter School on behalf of their insurer waive any right of subrogation that the insurer might otherwise have against the other. The School District and Charter School agree to cause their respective insurance companies insuring the Premises or insuring their property on or in the Premises to execute a waiver of any such rights of subrogation.

10. ASSIGNMENT AND SUBLETTING

Neither this Lease nor any interest may be assigned by Charter School, voluntarily or involuntarily, by operation of law or otherwise, and neither all nor any part of the Premises shall be subleased by Charter School without the prior written consent of the School District. Any consent to assignment or subletting given by the School District shall not constitute a waiver of the necessity for such consent to a subsequent assignment or subletting. Notwithstanding any assignment or sublease, Charter School shall remain fully liable under the terms and conditions of this Lease and shall not be released from performing any of the terms, covenants, and conditions. The sublessee or assignee shall specifically be responsible for (in addition to Charter School) all payments, conditions, covenants, and agreements in this Lease.

Charter School may permit use of the facility by persons or groups associated with it for functions and activities consistent with the use of a public school building, and in accordance with District policies regarding facility use.

11. CONDEMNATION

11.1 If, during the term of this Lease, or any extension, the whole or substantially all of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease and all of Charter School's obligations shall terminate as of the date of final vesting of title or delivery of possession by a court of competent jurisdiction of the Premises or delivery of possession, whichever event shall first occur, pursuant to such proceeding. For the purposes of this Article 11 "substantially all of the Premises" shall be deemed to have been taken if a taking under any such proceeding shall involve such an area, whether the area be improved with building or be utilized for a parking area or for other use, that Charter School cannot reasonably operate in

the remainder of the Premises being conducted on the Premises at the time of such proceeding.

11.2 Any award granted for either partial or complete taking regarding the Premises shall be the property of the School District. Charter School shall be entitled to such portion of the award as is equal to the value of any real property and leasehold improvements owned by Charter School. The value of any such improvements shall be equal to the depreciated value of such improvements on the books of Charter School as of the date of vesting of title of the Premises or delivery of possession, whichever event shall first occur pursuant to such proceeding. Charter School shall also be entitled to make claim in its own name to the condemning authority for the value of any furniture, trade fixtures, trade equipment, merchandise, or personal property of any kind belonging to Charter School and not forming part of the real estate, or for the cost of moving all of the same, and any such award made directly to Charter School shall belong entirely to Charter School.

12. DESTRUCTION OF PREMISES

If the Premises are substantially or totally destroyed by any cause, and if the School District has determined in its reasonable discretion that the Premises cannot be repaired within ninety (90) days after giving written notice thereof to Charter School, the School District shall not be obligated to repair the damage or rebuild the Premises regardless of whether the School District has received any insurance proceeds for such damage. If the School District elects not to repair the damage or rebuild the Premises and the damage to the Premises precludes Charter School from conducting the activities specified in this Lease, Charter School may terminate this Lease by giving ten (10) days' written notice to the School District. If the School District does not elect to repair or rebuild within the ten (10) days, this Lease shall then terminate at the end of the ten (10) day period.

13. DEFAULT PROVISIONS AND REMEDIES

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Charter School:

13.1 Charter School failing to make any payments required to be made by Charter School under this Lease, within five (5) days following the date when due.

13.2 Charter School failing to perform or keep any of the other terms, covenants, and conditions for which it is responsible, and such failure continuing and not being cured for a period of thirty (30) days following notice from the School District to Charter School, or if such default is a default which cannot be cured within a thirty (30) day period, then Charter School failing to commence to correct the same within said thirty (30) day period and failing to prosecute the same to completion with reasonable diligence.

13.3 Except as permitted under this Lease, Charter School abandoning the Premises.

13.4 Charter School being adjudicated a bankrupt or insolvent or Charter School filing in

any court a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code (as now or in the future amended) or the filing of an involuntary bankruptcy which is not terminated within thirty (30) days from the date of said filing or Charter School filing in any court for the appointment of a receiver or trustee of all or a portion of Charter School's property or there being appointed a receiver or trustee for all or a portion of Charter Schools property, unless said receiver or trustee is terminated within thirty (30) days from the date of said appointment.

13.5 Charter School fails to have or maintain a charter under the Colorado Charter Schools Act that is issued by the Boulder Valley School District or obtains a charter issued by the State Charter School Institute or any other school authorizing authority and begins operations under any such charter.

13.6 If any of the above-mentioned events of default shall occur, the School District may at its option:

(a) Give to Charter School a notice of termination of this Lease, and upon the dates specified in such notice from the School District to Charter School, the term of this Lease shall expire as fully and completely as if that day were the day originally fixed for the expiration of the term of this Lease, and on the date so specified, Charter School shall then quit and surrender the Premises to the School District, but Charter School shall remain liable as provided .

(b) Notwithstanding the provisions of paragraph 13.6(a) above, in the event that one or more of the events of default shall occur, the School District, at its option and without terminating this Lease, may enter upon any part of the Premises and occupy or lease the whole or any part on such terms and conditions as the School District may deem proper.

13.7 No remedy in this Lease or otherwise conferred upon or reserved to the School District shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy conferred, including by statute. Every power and remedy given by this Lease to the School District may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by the School District. No delay or omission of the School District to exercise any right or power arising from any default shall impair any such right or power, nor shall it be construed to be a waiver of any such default or any acquiescence.

14. HOLD OVER

Any rule or law to the contrary notwithstanding, in the event that Charter School remains in possession of any part of the Premises subsequent to the expiration of the term and such holding over shall be with the consent of the School District, it shall be conclusively deemed that such possession and occupancy shall be a tenancy from month-to-month only and shall be subject to all of the terms and conditions of this Lease.

15. SURRENDER OF PREMISES

Upon the expiration or termination of the Lease Term, Charter School shall peaceably and quietly leave and surrender the Premises in as good condition as they existed at the commencement of the Lease, ordinary wear and tear excepted. Charter School shall surrender and deliver the buildings and Premises free of Charter School's property. Provided Charter School is not in default under this Lease, Charter School shall have the right to remove all of its trade fixtures, equipment, and machinery, provided that upon removal the Premises are delivered in the same condition as existed at the time of commencement of this Lease. Further, in the event Charter School does not remove any of its own trade fixtures, equipment, or personal property or any additions or alterations made to the Premises during the term of this Lease, the School District may, at its option, require Charter School to remove any such improvements, alterations, trade fixtures, and equipment and restore the Premises to the condition as existed at the commencement of this Lease, or retain the same.

16. NOTICES

All notices, demands, and requests required to be given by either party to the other shall be in writing. All notices, demands, and requests shall either be hand delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions of this Lease. Any notice when given as provided shall be deemed to have been delivered on the date personally served or three (3) days after mailing when sent by certified mail, postage prepaid, as follows:

If to School District:

Superintendent of Schools
Boulder Valley School District RE 2
6500 East Arapahoe Avenue
Boulder, Colorado 80301

If to Charter School:

Board of Directors and Principal
Horizons K-8 School
4545 Sioux Dr. Boulder, CO 80303

17. TIME OF THE ESSENCE

Time is of the essence.

18. SCHOOL DISTRICT REPRESENTATIONS AND WARRANTIES

The School District represents and warrants that:

- (a) The School District has fee simple title to the Premises and has the right to enter into and make this Lease.
- (b) Charter School, upon performing all of the terms and conditions of this Lease on its part to be performed, shall at all times during the term herein demised

peacefully and quietly have, hold, and enjoy the Premises, subject to the School District's rights to terminate, as provided .

19. RIGHT TO INSPECT PREMISES

The School District, or the School District's agent and representative, shall have the right to enter into and upon the Premises at all reasonable hours for the purpose of examining the same; provided, however, the School District will not unreasonably disrupt the educational process of Charter School.

20. NON-WAIVER

No waiver by the School District and/or Charter School of any provision in this Lease shall be deemed a waiver of any other provisions or of any subsequent breach by Charter School or the School District of the same of any other provision. The School District's or Charter School's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of the School District's or Charter School's consent to or approval of any subsequent act by Charter School or the School District, as applicable.

21. ATTORNEYS' FEES

In case suit shall be brought to enforce any provisions of this Lease, the prevailing party shall (in addition to other relief granted) be awarded all reasonable attorneys' fees and costs resulting from such litigation.

22. COMPLETE AGREEMENT

This Lease and the Charter Contract, including all exhibits, supersede any and all prior written or oral agreements and there are no covenants, conditions, or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the parties.

23. CAPTIONS, CONSTRUCTION, AND LEASE EFFECT

The captions and headings used in this Lease are for identification only, and shall be disregarded in any construction of the Lease provisions. All of the terms of this Lease shall inure to the benefit of and be binding upon the respective successors, and permitted assigns of both the School District and Charter School. If any portion, clause, paragraph, or section of this Lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act, then the remaining portions of this Lease shall remain in full force and effect.

24. CONSENT

Unless otherwise specifically provided, whenever consent or approval of the School District or Charter School is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within thirty (30) days of the date of request was made. If either party withholds any consent or approval, such party shall on written request delivery to the other party a written

statement giving the reasons .

25. LIABILITY EXPOSURE

Notwithstanding any other section of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits, or protection provided to the School District under the Colorado Governmental Immunity Act including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the School District or Charter School, their directors and employees is controlled and limited by the provisions of C.R.S. Sections 24-10-101 et seq. and C.R.S. Sections 24-30-1501 et seq. Any provision of this Lease, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the School District and/or Charter School to the above-cited laws.

26. SECURITY DEPOSIT

Charter School shall not be required to remit a security deposit to School District.

27. COLORADO LAW

This Lease has been executed and delivered in the state of Colorado and shall be construed in accordance with the laws of the state of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit on the day and year first above written.

BOULDER VALLEY SCHOOL DISTRICT RE-2

BY: _____

Title: _____

HORIZONS K8 SCHOOL
a Colorado Charter School

BY: _____

Title: _____

